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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शनिवार, 27 दिसम्बर, 2025 / 06 पौष, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171002 20th November, 2025

No. LEP-E/1/2024.—In exercise of the powers vested under Section 17 (1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to order the publication of awards

of the following cases announced by the **Presiding Judge, Labour Court-*cum*-Industrial Tribunal, Shimla, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* **"e-Gazette":—**

Sl. No	Case No.	Petitioner	Respondent	Date of Award/Orders
1.	Ref. 119/2019	Sh. Pawan Kumar	M/s Cipla Ltd. & Anr	10.09.2025
2.	Ref. 299/2020	Sh. Deep Kumar	M/s Stesalit	10.09.2025
3.	App.13/2022	Sh. Amit Kumar	M/s Beta Drugs Ltd.	13.09.2025
4.	App.15/2022	Sh. Govind Singh	M/s Beta Drugs Ltd.	13.09.2025
5.	App.16/2022	Sh. Avinash Kumar	M/s Beta Drugs Ltd.	13.09.2025
6.	App.17/2022	Sh. Vinod	M/s Beta Drugs Ltd.	13.09.2025
7.	App.18/2022	Sh. Shahsi Pal	M/s Beta Drugs Ltd.	13.09.2025
8.	App.19/2022	Sh. Ajay Kumar	M/s Beta Drugs Ltd.	13.09.2025
9.	App.21/2022	Sh. Chandan Kumar	M/s Beta Drugs Ltd.	13.09.2025
10.	App.22/2022	Sh, Ankush	M/s Beta Drugs Ltd.	13.09.2025
11.	Ref.156/2022	Sh. Akshay Kumar	M/s Beta Drugs Ltd.	13.09.2025
12.	Ref.53/2024	Sh. Maneesh Kumar	M/s Beta Drugs Ltd.	13.09.2025
13.	Ref.54/2024	Sh. Raj Kumar	M/s Beta Drugs Ltd.	13.09.2025
14.	Ref.55/2024	Sh. Sanjay Kumar	M/s Beta Drugs Ltd.	13.09.2025
15.	Ref.56/2024	Sh. Bhag Singh	M/s Beta Drugs Ltd.	13.09.2025
16.	Ref.121/2021	Sh. Jitender Kumar	M/s Himachal Power Products	13.09.2025
17.	App.54/2021	Sh. Hemant Sharma	Microtek Shivalik & Ors.	13.09.2025
18.	App.55/2021	Sh. Ravinder Kumar	Microtek Shivalik & Ors.	13.09.2025
19.	Ref.174/2022	Sh. Kulvinder Singh	M/s Sirbhi Packaging Ltd.	13.09.2025
20.	Ref.15/2024	Sh. Sher Singh Thakur	M/s Hotel East Boune Shimla	13.09.2025
21.	App.70/2025	Smt. Radha Devi	Director Technical Education	13.09.2025
22.	Ref.35/2018	Sh. Sunil Kumar	Pharmed Ltd.	15.09.2025
23.	Ref.78/2023	Sh. Ravi Kumar	M/s Krishan Udyog P/Sahib	16.09.2025
24.	Ref.77/2023	Sh. Rakesh Kumar	M/s Krishan Udyog P/Sahib	16.09.2025
25.	Ref.132/2019	Sh. Lal Singh	The Director Atul Bihari Vajpayee Institute & Anr.	16.09.2025
26.	App.44/2019	Sh. Parvesh Puri	M/s Affy Parenterals, Baddi.	23.09.2025

By order,

PRIYANKA BASU INGTY , IAS
Secretary (Lab. Emp. & O.P.).

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**.

Reference No. : 119 of 2019.

Instituted on : 01-08-2019

Decided on : 10-09-2025

Pawan Kumar, s/o Sh. Kishori Lal, V.P.O. Dakhyora, Tehsil Barsar, District Hamirpur, H.P. ..*Petitioner.*

VERSUS

1. The Occupier, M/s Cipla Ltd., Village Malpur Upper, P.O. Bhud, Nalagarh, District Solan, H.P.

2. The Factory Manager, M/s Cipla Ltd., Village Malpur Upper, P.O. Bhud, Nalagarh, District Solan, H.P. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri R.K. Khidtta, Advocate

For the respondents : Shri Rajeev Sharma, Advocate

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether termination of the services of Sh. Pawan Kumar, s/o Sh. Kishori Lal, V.P.O. Dakhyora, Tehsil Barsar, District Hamirpur, (H.P.) by (i) the Occupier, M/s Cipla Ltd., Village Malpur Upper, P.O. Bhud, Nalagarh, District Solan, H.P. and (ii) the Factory Manager, M/s Cipla Ltd., Village Malpur Upper, P.O. Bhud, Nalagarh, District Solan, (H.P.) *w.e.f.* 24.09.2018 by getting resignation dated 23.08.2018 under duress, as alleged by workman is legal and justified? If not, what relief including re-instatement, amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above management?"**

2. The facts as emerges from the statement of claim are that petitioner was appointed as Production Officer by the respondent company on 08.12.2010 and worked as such till 23.08.2018 continuously and thereafter the services of the petitioner have been terminated *w.e.f.* 23.09.2018 after obtaining the resignation under pressure from the petitioner on 23.08.2018. The termination of the services of the petitioner is totally against the mandatory provisions of Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). While taking resignation under pressure, the company asked the petitioner to write as per their direction and whatever was written in the resignation letter the same was dictated by the officials of the respondent company. It was disclosed by the official of the respondent company that in case the petitioner will not written the same words and will not give resignation the petitioner shall not get any benefit and false allegations shall be leveled against the petitioner as such the petitioner was left with no other option except to sign the resignation letter under pressure. It is averred that prior to termination of services of the petitioner no show cause notice, chargesheet was issued nor any enquiry was conducted by the respondent. Petitioner has alleged that the termination of the petitioner is not only against the mandatory provisions of section 25-F of the Act but the respondent has violated the provisions of Sections 25-G & 25-H of the Act as the principles of last come first go has been violated. Petitioner is a workman as defined under the Act as he used to work manually. After the termination of his services, petitioner visited the office of respondent company number of times and requested to re-engage him on the same post but of no avail. The demand notice was raised by the petitioner and when conciliation failed, the present reference was sent by the appropriate government to this Court/Tribunal. New persons are

working with the respondent in violation of the provisions of last come first go. Since, the respondent has terminated the services of the petitioner illegally, they are liable to pay litigation cost of `50,000/-. It has been prayed through this claim that illegal termination order dated 24.09.2018 by obtaining resignation letter dated 23.08.2018 from the petitioner under pressure by the respondent company may be set aside and the petitioner be reinstated in service *w.e.f.* 24.09.2018 with all consequential service benefits such as continuity, full back wages and other service benefits. The claim is duly supported with an affidavit of petitioner Sh. Pawan Kumar.

3. Notice of this claim was sent to the respondent, in pursuance thereof the respondent contested the claim by filing reply wherein they took preliminary objections of maintainability, the petitioner does not fall within the definition of workman under Section 2(s) of the Act, as the petitioner was designated as Assistant Manager and the duties assigned to him were purely supervisory in nature for which the petitioner was drawing salary more than `10,000/- per month, the petitioner has not approached the Court with clean hands and the petitioner himself had resigned from the company *vide* resignation dated 23.08.2018 and had received full & final financial dues amounting to `1,05,686/- from the respondent. On merits it was reiterated that the petition is not maintainable as petitioner himself has resigned from the company which resignation was accepted by the respondent and petitioner thereafter was relieved from the designation of Assistant Manager on 21.09.2018 and full & final dues were paid to the petitioner including gratuity and leave encashment. The respondent at no point of time had retrenched the services of the petitioner but petitioner himself had resigned from the company. It was denied that the petitioner was performing duties of a workman. It was claimed that the petitioner was part of management and there was a civil contract and as per the terms and conditions of the letter of appointment, hence, the provisions of the Act are not applicable in the present case and prayed for the dismissal of the petition.

4. Rejoinder to the reply was filed by the petitioner in which he denied the preliminary objections and reiterated the averments as made in the petition.

5. On the pleadings, this Court formulated the following issues on 11.11.2021.

1. Whether the termination of the petitioner *w.e.f.* 24.09.2018 by getting resignation dated 23.08.2018 under duress, as alleged, is illegal and unjustified? ..*OPP*.

2. If issue no. 1 is proved in affirmative, than what sort of relief the petitioner is entitled? ..*OPP*.

3. Whether the claim is not maintainable is present form as alleged? ..*OPR*.

4. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard the Ld. Counsel for the parties and have also gone through the record with care.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	: No
Issue No. 2	: Not entitled to any relief
Issue No. 3	: No
Relief	: Reference is answered in negative as per operative part of award.

REASONS FOR FINDINGS

ISSUES NO.1 & 2:

9. Being interlinked and correlated both these issues are taken up together for discussion and decision as the same are intermingled and can be disposed off by common findings.

10. The onus to prove issues no. 1 & 2 is on the petitioner.

11. Coming to evidence led by the petitioner. Petitioner stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim. He reiterated that his resignation has been obtained under pressure and the respondent has violated the provisions of the Act. He also tendered in evidence demand notice Ex. PW-1/B.

12. During cross-examination, he deposed that he was appointed a trainee on 08.12.2010 and was confirmed on 01.12.2011. He admitted that he was working with the designation of Production Manager but self stated that he used to work manually. He admitted that he had written in the demand notice dated 27.12.2018 that he was working in management staff. He stated that he is science graduate and admitted that resignation Ex. R-1 bears his signatures and the same is in his handwriting. He admitted that full & final settlement amount of Rs, 1,05,686/- was credited in his account but self stated that it is still lying unused. He deposed that forceful resignation of Shri Sanjeev Dogra, Iqbal, Ramneek were also obtained but they did not file any case before this Court. He denied that he tendered the resignation voluntarily out of free will and consent.

13. This is the entire evidence led by the petitioner.

14. In rebuttal, the respondent examined Shri Sachin Kaistha, Director as RW-1, who tendered in evidence his affidavit Ex. RW-1/A, wherein he deposed that he is working in Cipla Ltd., and is posted in Mumbai as Site HR Head of respondent company. He further deposed that the petitioner was working as Assistant Manager in the factory at the time of resignation and the duties assigned to the petitioner were purely Managerial in nature. The subordinates were working under the petitioner. He also deposed that the petitioner submitted resignation to Shri Anand Singh, Unit

Head, Unit-1, who made the endorsement qua relieving the petitioner from the post of Assistant manager as per the company rules and forwarded the same to HR department and he made the endorsement of acceptance of the resignation and informed the petitioner qua acceptance of resignation. He stated that petitioner had submitted his resignation on 23.08.2018 which was accepted by the respondent management and the respondent paid his full & final financial dues. He deposed that the petitioner was working as Assistant Manager in managerial capacity and his monthly salary was `31,216/- at the time of resignation. He also placed on record resignation letter Ex. R-1, appointment letter Ex. R-2 and settlement Ex. R-3.

15. During cross-examination, he admitted that letter dated 01.12.2011 is not resignation letter and further admitted that petitioner was not working directly under him. He admitted that the petitioner was working as Supervisor/Assistant manager in the company and petitioner was preparing the reports manually. He deposed that the list of subordinates working under the petitioner has not been placed on record and admitted that the resignation was not tendered and addressed to him. He deposed that the resignation was produced before him through HR department and self stated that he witnessed the petitioner tendering the resignation through his eyes. He denied that company had obtained resignations from other workers namely Iqbal, Sanjeev Dogra etc. He admitted that the petitioner was allowed to work upto 23.08.2018. Self stated that he had worked for one month thereafter.

16. Shri Anand Singh Unit Head of respondent company at Sikkim appeared in the witness box as RW-2, who also tendered in evidence his affidavit Ex. RW-1/A, whereby he also reiterated that the petitioner was working as Assistant Manager with the respondent company and the duties assigned to the petitioner were purely Managerial in nature. He further deposed that the petitioner submitted resignation to him and he made the endorsement qua relieving of petitioner from the post of Assistant manager as per company rules and forwarded the same to HR department. He further deposed that the petitioner submitted his resignation on 23.08.2018 which was accepted by the respondent management and the respondent paid his full & final financial dues to the petitioner. He also tendered in evidence resignation letter Ex. R-1 bearing endorsement in his handwriting and signature dated 23.08.2018.

17. During cross-examination this witness stated that the petitioner was supervising the activity and preparing the reports and recording the data. He stated that the data was prepared by the operator and the petitioner used to check the same. He denied that the petitioner was neither supervising the activity nor preparing the data. He deposed that the petitioner also used to work manually as per requirement. He stated that the resignation was tendered to him and he had written on the same that the petitioner can be relieved as per policy. He admitted that he was not HR manager at that time. He admitted that the petitioner had worked till 24.08.2018, self stated that the petitioner was paid full & final settlement after one month notice period. He admitted that the company has recruited new hands and the persons junior to the petitioner are still working in the respondent company.

18. Shri Sanjay Kumar Mishra, Site Head of Goa Plant of respondent company appeared into the witness box as RW-3 and tendered in evidence his affidavit Ex. Rw-3/A wherein he reiterated that the petitioner is not a workman as he was working as Assistant Manager in the

company and he had tendered his resignation out of his own sweet will. The petitioner was working at Managerial level and subordinates were working under him. He also tendered in evidence reply to demand notice Ex. R-4 and letter of authority Ex. R-5.

19. During cross-examination, he denied that there was no subordinate to petitioner. He admitted that the resignation was not tendered and addressed to him but self stated that the same was tendered to HR department. He admitted that the petitioner was allowed to work till 23.08.2018. He denied that the resignation was obtained forcefully from the petitioner. He admitted that no notice, chargesheet, enquiry etc. was served upon the petitioner prior to his termination. He denied that the petitioner was terminated from job on 24.08.2018 by adopting unlawful means.

20. Shri Ankit Kumar appeared into the witness box as RW-4 to depose that he is working in HR department of Innova Captab Ltd., Baddi and has brought the summoned record pertaining to Pawan Kumar. He has placed on record authority letter Ex. RW-4/A, resume of Shri Pawan Kumar Ex. RW-4/B, offer letter Ex. RW-4/C, joining report Ex. RW-4/D.

21. During cross-examination he admitted that the documents which have been produced by him today in the Court have not been prepared and signed by him. He denied that the above record was not in his custody. Self stated that the same remains with HR department and he is working with HR department as Senior Officer HR.

22. This is the entire evidence led by the respondent.

23. So far as the case of the petitioner is concerned, he has alleged that his resignation was forcefully taken by the company but apart from bald statement of the petitioner there is nothing on record to show that the resignation was obtained forcefully from the petitioner. Petitioner has not disclosed the name of any official who had forced him to tender his resignation. During cross-examination the petitioner himself has admitted that resignation is in his own handwriting and the same bears his signatures. As per record, the resignation was tendered by the petitioner on 23.08.2018 whereas the demand notice in this case has been raised on 27.12.2018 *i.e.* after a lapse of almost four months. The petitioner had not lodged any complaint either with the higher officers of the respondent company or with the labour department or with any other authority in this regard. The petitioner has not led any evidence to establish that who had put pressure on him to tender resignation and what kind of threat was given to him to tender his resignation. A general allegation has been made by the petitioner in the claim petition as well as in the affidavit by way of evidence that he was forced to tender resignation. The petitioner has claimed in his evidence that some other persons namely Sanjeev Dogra, Iqbal etc., were also forced to tender their resignation but no such persons were examined by the petitioner to substantiate his plea. The respondent has claimed that the petitioner has tender his resignation out of his free will and placed on record resume of the petitioner Ex. RW-4/A, wherein in experience column he had written that presently working with M/s Cipla Ltd., Malpur, Baddi HP as a Sr. Production Officer in packing & Aerosoi department from December, 2010 till now. Ex. RW-4/C (offer letter) shows that on the application for employment innova Captab Ltd., had employed the petitioner as Executive in production (OSD packing) Department upon the interview of the petitioner with the Innoval Captab Ltd. As per Ex. RW-4/C, the petitioner was required to join on or before 31.11.2018. The employment form Ex. RW-4/D, shows that the petitioner had joined the company *i.e* innova Captab Ltd., on 13.11.2018.

It is evident from the record that the petitioner had submitted his resume Ex. RW-4/B to Innova Captab ltd., received the offer letter Ex. RW-4/C and joined his duties *vide* Ex. RW-4/D The petitioner had not made any complaint to any authority that his resignation was taken forcefully by the respondent company. It appears that after doing job with Innova Captab ltd., for some time, the petitioner with intention to return to the respondent company raised the present demand notice alleging therein that his services have been terminated illegally by obtaining his resignation forcefully.

24. Now, coming to the resignation Ex. R-1, the petitioner has mentioned in the resignation that due to his personal reasons he is not in a position to serve the respondent company and further stated that he will serve the notice period of one month and 23.09.2018 will be the last day of organization and he would like to thank all his colleagues for their support. The resignation which was tendered by the petitioner on 23.08.2018 was accepted on 23.08.2018 and the petitioner had served for one month after tendering resignation being notice period. It is admitted fact that all the dues of the petitioner have been paid to him and if the petitioner was forced to resign, there is no explanation as to why he had not raised the dispute immediately or brought the matter in the knowledge of higher authorities or labour department or any other authority and why he had received full & final settlement from the respondent. It is settled that when the employee tenders his resignation his services stands terminated from the date when the letter of resignation is accepted by the appropriate authority.

25. Hon'ble High Court of Bombay in a case titled as ***Laffans India Pvt. Ltd.vs Pancham Singh Rawat And Another, Decided on 30 August, 2002,*** , held as hereunder:—

> **"In my opinion, the award of the Labour Court cannot stand scrutiny even for a minute. No reasonable man could have come to the conclusion to which the Labour Court has come to, though the resignation letter was true and though the signature was admitted by the respondent workman and though he had received letter from the petitioner company that his resignation was accepted, it could be said that it was a forced resignation. It is a fact that from 17th December, 1993 or from 22nd, December, 1993, the respondent workman at no point of time had complained to any authority under the law or to anyone including his union that he was forced to resign from employment or that he was forced to sign some blank papers and that such blank papers were used as his resignation letter. As rightly observed by the Labour Court in its earlier part of the Award that even in the demand letter submitted by the respondent workman after a period of 15 months, he did not whisper that his resignation was a forced resignation. It is absolutely unbelievable that if a workman is forced to resign he would keep quiet for a period of 15 months and would not take any action of any nature to protest against the force used by the employer to obtain such resignation letter. The delay of 15 months in raising demand itself is a crucial factor to discard totally the false theory of the workman that he was forced to resign or that his signature was taken on the blank papers or that such papers are used as resignation letter. In spite of more than sufficient material and evidence on record and though the Labour Court was satisfied about the factual aspect of the resignation. I fail to understand how in the subsequent paragraphs of the award, the Labour Court has changed its flow of the award and reasoning for an resignation and come to a conclusion that the resignation was a forced resignation merely because the name of the respondent workman was not in the FIR. The finding**

of the Labour Court, therefore, is totally baseless and perverse and the same deserves to be quashed and set aside. Since the respondent workman had voluntarily resigned, there was no question of holding any domestic enquiry to punish the delinquent workman. It was entirely for the employer to accept resignation to simply get rid of the workman to buy peace and to save from the cost of enquiry or to hold an enquiry and punish. No inference of any nature can be drawn from the fact that the resignation was accepted as a short cut. In my opinion, there is nothing wrong or illegal or improper on the part of any employer to let his workman resign and leave even after the charge of a misconduct to avoid litigation and to avoid any stigmatic order which would also be not in the interest of the workman. It is not compulsory for the employer to hold an enquiry and punish his employee if the latter peacefully and voluntarily leaves the employment. Often such short cuts are also beneficial for both. There was absolutely no valid ground and justification for the Labour Court to hold that the resignation was a forced one and therefore, amounted to illegal termination to granting an amount of Rs. 1,25,000/- as compensation in lieu of reinstatement. The Labour Court has rightly commented that the conduct of the workman was not like a man of ordinary prudence. Any man of ordinary prudence, even a peon like the respondent workman would raise an alarm or protest as soon as he had received a letter from respondent company that his resignation was accepted. He would have immediately approached some authority or his union or the Government labour officer to say that he had never resigned but his resignation was taken forcibly or that his signature was taken on blank papers. In spite of its correct appreciation of evidence by the Labour Court, I fail to understand how the Labour Court has in the later portion of its award accepted the theory of forced resignation. There is absolutely no merit in the case of the workman."

26. From the facts of the case it is clear that the services of the workman have not been terminated illegally rather the petitioner had submitted his resignation voluntarily.

27. The letter of resignation written by the petitioner has been accepted by the appropriate authority and after four months of tendering resignation, the petitioner cannot agitate that he was forced to resign from duties without disclosing the name of persons who had forced him to tender resignation. It is well settled that since the resignation of the petitioner was duly accepted by the respondent company and had become final and it cannot be withdrawn on subsequent by the petitioner. The Hon'ble Supreme Court in case titled as **Raj Kumar Vs. UOI, AIR 1969 SC 180, decided on 18.04.1968** wherein it was held that:—

"when a person has tendered his resignation his services clearly stands terminated from the date on which the letter of resignation is accepted by the authority and in the absence of any law or rule governing the conditions of his service to the contrary, it will not be open to the person to withdraw his resignation after it was accepted by the authority."

28. Now, coming to the other limb of argument advanced by the Ld. Counsel for the respondent that the petitioner is not a workman as defined under the Act. Petitioner admittedly after completion of his training and on consideration of his candidature for employment was appointed as a member of the management staff of the company *w.e.f.* 01.12.2011 *vide* letter Ex. R-2. Even, in demand notice ex. PW-2/B, the petitioner himself has averred that he was working in the management staff. It is also clear that the petitioner was getting salary of more than `30,000/- per month at the time of tendering his resignation. RW-1 to RW-3 have stated that the petitioner was

working as Assistant Manager and he was performing managerial/supervisory duties and while cross-examination a suggestion was put to these witnesses that the petitioner used to prepare reports. Simply preparation of reports by the petitioner would not make him a workman.

29. Before adverting any further it would be apposite to venture into the legal aspect of the matter, as to whether the petitioner would fall within the terms of section 2(s) of the Act. The Section reads as under:

> "**Workman" means any person (including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—**
>
> **(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or**
>
> **(ii) who is employed in the police service or as an officer or other employee of a prison; or**
>
> **(iii) who is employed mainly in a managerial or administrative capacity; or**
> **(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature.]**

30. The definition itself stipulates as to who a workman would be. However, clause-1 to IV are the exceptions which have been carved out to say that the following would not fall within the category of a "workman". The bare reading of the section shows that a person who is employed in a managerial or administrative capacity would not fall within the term of workman and the person who is employed in a supervisory capacity and draws wages exceeding `10,000/- per mensem and discharge function mainly of a managerial nature would also not come within the purview of the term "workman".

31. Viewed in this context, a bare reading of the claim as well as reply goes to show that the petitioner was working in management staff. No other document has been placed on record by the petitioner to show that he was discharging any other duties or was discharging any manual, unskilled, skilled, technical, operational and clerical work.

32. From the evidence, on record, it is quite clear that the petitioner was employed in the managerial staff and was drawing wages more than ` 10,000/- per mensem. Though, in determining the nature of work, the designation of the employee or the name assigned to him should not be given due importance. The primary duty performed by the person is to be given due importance but coming to the case in hand there is no evidence worth the name to suggest that the petitioner was doing any other duties except to supervise the work in the respondent company**. In Somnath**

Tulshi Ram Galande Vs. Presiding Officer, IInd Labour Court Pune and others 2008 (4) Mh. L.J 163, the Hon'ble Apex Court has held as under:—

> **"Where a particular workman is a supervisor within or without the definition of "workman" is "ultimately a question of fact, at best one of mixed fact and law" and "will really depend upon the nature of the industry, the type of work in which he is engaged, the organizational set up of the particular unit of industry and the like factors."**

33. The Hon'ble High Court had come to record a finding in the aforesaid case that the appellant therein was undertaking supervisory and managerial work as such he was not covered under the definition of "workman".

36. Similarly, in S.K. Maini v. Carona Sahu Co. Ltd., **1994 AIR 1824,** the Supreme Court has held as under:—

> **"After giving our careful consideration to the facts and circumstances of the case and the submissions made by the learned Counsel for the parties, it appears to us that whether or not an employee is a workman under Section 2(s) of the Industrial Disputes Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and materials on record and it is not possible to lay down any straitjacket formula which can decide the dispute as to the real nature of duties and functions being performed by an employee in all cases. When an employee is employed to do the types of work enumerated in the definition of workman under Section 2(s), there is hardly any difficulty in treating him as a workman under the appropriate classification but in the complexity of industrial or commercial organizations quite a large number of employees are often required to do more than one kind of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or goes out of it ...the designation of an employee is not of much importance and what is important is the nature of duties being performed by the employee. The determinative factor is the main duties of the employee concerned and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance he is employed to do. Viewed from this angle, if the employee is mainly doing supervisory work but incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory works. Conversely, if the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also done by the employee incidentally or only a small fraction of working time is devoted to some supervisory works, the employee will come within the purview of 'workman' as Section 2(s) of the Industrial Disputes Act.**
>
> **The appellant in the present case had multifarious duties and most of his duties were supervisory and managerial. He had the power and capacity to take decisions, supervise work of others and was also responsible for quality control of the products being manufactured. The character and nature of his duties while seen in the light of the documentary and oral evidence led by the parties, it can be concluded that the appellant was not a 'workman' within the definition of Section 2(s) of the Act. Looking**

into the admission of the workman and specific language of Exhibit 29 and the terms and conditions of his appointment, it is difficult to arrive at any conclusion other than the one arrived at by the Labour Court and the learned single Judge in the impugned order."

34. Coming to the case in hand from the statement of claim and evidence as available on record there is no hesitation in the mind of the Court to come to the conclusion that the petitioner does not fall under the definition of "workman" as provided under Section 2(s) of the Act.

35. In view of my aforesaid detailed discussion, it is held that the petitioner had voluntarily resigned from service and he was not been terminated illegally by the management. The plea taken from the side of the petitioner that he was forced to tender his resignation is also not tenable on record. Accordingly, both these issues are answered in negative.

ISSUE NO. 3.

36. In support of this issue no evidence has been led by the respondent, which could go to show that as to how the present claim petition is neither competant nor maintainable in the present form especially when the same has been filed in pursuance to the reference notification received from the appropriate government. The issue in question is answered in negative.

RELIEF

37. As a Sequel to my above discussion and findings on issues no. 1 to 3, the claim filed by the petitioner fails and is hereby dismissed. Consequently, the present reference is answered in negative by holding that the petitioner is not entitled to any relief from this Court.

38. Let a copy of this award be sent to the appropriate Government for publication as per law. File be consigned to the record room after necessary compliance by Ahlmad.

Announced in the open Court today on this 10th day of September, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**

Reference No : 299 of 2020.

Instituted on : 10-11-2020

Decided on : 10-09-2025

Deep Kumar s/o Sh. Purshotam Ram, r/o Village & P.O. Bhaderwar, Tehsil Sarkaghat, District Mandi, H.P. & 16 other workmen ..*Petitioner.*

VERSUS

The Factory Manager, M/s Stesalit (India) Pvt. Ltd., 25-26/35, Industrial Area, Baddi, District Solan, H.P. ..*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioners : Shri Ravinder Jaswal, Advocate

For the respondent : Shri Rajeev Sharma, Advocate

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether demand raised by Sh. Deep Kumar s/o Sh. Purshotam Ram, r/o Village & P.O. Bhaderwar, Tehsil Sarkaghat, District Mandi, H.P. & 16 other workmen *vide* demand notice dated 24.05.2019 (Copy enclosed) before the Human Resources Head, The Stesalit (India) Pvt. Ltd. Company, 25-26/35, Industrial Area Baddi, District Solan, H.P. for the reinstatement of their services with all consequential service benefits, is legal and justified? If yes, what relief including reinstatement, amount of back wages, past service benefits and compensation the aggrieved workmen are entitled to from the above management?"**

2. The petitioners through this claim have averred that the petitioners were initially engaged as helpers by Stesalit (India) Pvt. Ltd., *vide* their separate appointment letters and thereafter the petitioners were promoted as Senior Technicians by the company and they continued to work there till October, 2018 on which date the services of the petitioners have been terminated. Neither any prior notice was served on the petitioners nor due compensation was paid to them. Respondent has thus violated the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). The company has not paid even EPF amount to the petitioners which they are legally entitled. It is averred further that the dispute arose between the employer and employee in the year 2016 when the salary(s) of the petitioners were withheld by the company without any reason and the petitioners were forced to file CWP No. 1661 of 2016 before the Hon'ble High Court for releasing their salary from 2016 to March, 2017. The salary of the petitioners were released only after the directions were issued by the Hon'ble High *vide* judgment dated 02.01.2018. It is further averred that the company filed one company petition (IB) No. 512/KB/2017 before the National Company Law Tribunal, Kolkata Bench which was disposed off *vide* order dated 20.07.2018 whereby the directions were issued that the Resolution Plan of River Rail JJV Delhi, which is approved by the CoC with hundred percent voting percentage, is approved under the provisions of Section 31(1) of the Insolvency & Bankruptcy Code, 2016 (hereinafter to be referred as Code, 2016) which will be binding on the Corporate Debtor, its employees, members, creditors, coordinators and other stakeholders involved in the Resolution Plan. On 30.10.2018, Resolution Professional Member Monitoring Committee of Steasalite Ltd., issued a notice whereby they directed the petitioners/claimants to get their legal dues from the office of Labour Officer on 02.11.2018 between 10:00 AM to 4:00 PM as per order passed by the National

Company Law Tribunal, Kolkata Bench, but to the utter surprise of the petitioners, when they went to the office of Labour Officer on above date to get their legal dues, the company did not release the legal dues of the petitioners for which they are legally entitled. Thereafter, on 02.11.2018, Resolution Professional Member Monitoring Committee of the Stesalite Ltd., issued a notice which was affixed on the notice board and gate of the company whereby it had been mentioned that as per the NCLT, Kolkata order dated 20.07.2018 M/s Steasalit Ltd., Baddi has been taken over by River Rail JV Delhi and the petitioners were prohibited by the company to enter the premises of the company. The company i.e River Rail JV Delhi has not released the actual amount of EPF of the concerned employees and the services of the petitioners were orally terminated. Junior/ fresh persons were retained/ engaged and they were given all kind of benefits, but the petitioners who belongs to poor strata of the society were terminated from services which is not sustainable in the eyes of law. It is averred that the action of the employer concerned in orally terminating the services of the petitioners without assigning any reason, without notice and retaining junior persons violates the principles of last come first go. After termination of services of the petitioner, they visited the authorities and office of the company and represented to the appropriate authority for redressal of their grievances but all in vain. The company has involved into unfair labour practices as such the action of employer is totally illegal, unconstitutional and without any justifiable cause. In this background, the petitioners raised demand notice under Section 2-A of the Act, which was clubbed with the present reference received by this Court. Through this claim petition, the petitioners have prayed that the respondent/employer be directed to pay the full wages to the petitioners as contemplated under Section 25-N of the Act with interest @ 18% per annum till the realization of the same. The claim is duly supported with an affidavit of Shri Deep Kumar Petitioner.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent filed reply whereby respondent took preliminary objections of suppression of material facts, petition is based on surmise, conjecture, vauge and concocted facts, petition is gross misuse and abuse the process of law, no question of serving termination notice by the present management arise as the National Company Law Tribunal has mentioned that the present respondent/management has to pay the amount of full & final financial dues of the workers of the old management as per the list attached with the resolution plan, the respondent management offered full & final financial dues to the workers as per the list and most the workers of list have received the amount from the respondent, but some of the workers are left who are not interest to take their full & final, there exists no dispute between the parties, petitioners no. 2 & 3 have already received the approved amount from the respondent, all the adjudicated claims were distributed under the approved Resolution Plan under Section 53(A) of the Code, 2016. Respondent averred that claims qua seventeen petitioners who were the employees of erstwhile management of the company which had gone into insolvency under the provisions of Code, 2016 is denied for want of knowledge. It was averred that as per the list attached, the workers of the old management filed the claim before the Insolvency Resolution Professional and the claim of these workers was admitted by the said authority and approved the claim as mentioned in the list as such the respondent management is liable for the payment of the amount of the particular petitioner. The respondent management called the petitioners time and again and also before the Conciliation Officer to receive the payment of the amount as approved by the Insolvency Resolution Professional and confirmed by the Hon'ble National Company Law Tribunal, Kolkata *vide* its orders which have become final as no

appeal has been preferred by any of the party. The petitioners denied to receive the approved amount and demanded more than the approved amount and reinstatement in service as such respondent cannot be held responsible for any other outstanding payment of the old management except the payments being claimed by the creditors before the Insolvency Resolution Professional and approved by the Hon'ble National Company Law Tribunal. It is denied that the respondent has terminated the services of the petitioners. It is claimed that there is no relationship of employer and employee between the respondent and petitioners. The respondent has purchased insolvent unit on certain agreed terms and conditions enumerated in the resolution plan as such any liability of old management related to petitioners cannot be fasten on the respondent except as ordered by the Hon'ble National company Law Tribunal, Kolkata and prayed for the dismissal of the claim.

4. Petitioners filed rejoinder in which they denied the preliminary objections and reiterated the averments as made in the claim petition.

5. On the pleadings, this Court formulated the following issues on 08.06.2022.—

1. Whether the dispute raised by the petitioner and 16 others workers *vide* demand notice dated 24.05.2019 before the respondent for the reinstatement of their services with all consequential service benefits is legal or justified? If yes, what relief the petitioner is entitled to? ..*OPP.*

2. Whether the petitioner has not approached the court with clean hands and is guilty of suppression of material facts, as alleged? ..*OPR.*

3. Whether the claim petition is neither competent nor maintainable in the present form, as alleged? ..*OPR.*

4. Whether there exists no industrial dispute between the parties in view of order passed by Ld. NCLT Kolkata, as prayed? ..*OPR.*

5. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard Ld. Counsel for the parties and I have also perused the records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : No

Issue No. 2 : No

Issue No. 3 : No

Issue No. 4 : Yes

Relief : Reference is answered in negative as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 4.

9. Being interlinked and correlated both these issues are taken up together for discussion and decision.

10. The onus to prove issue no.1 is on the petitioners whereas onus to prove issue no.4 is on the respondent.

11. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. He placed on record appointment letter mark-PX-1, confirmation letter mark-PX-2, copy of judgment 02.01.2018 mark-PX-3, order dated 20.07.2018 mark-PX-4, details of employees mark-PX-5, notice mark-PX-6, letter mark-PX-7 to mark-PX-9 and demand notice mark-PX-10.

12. During cross-examination, he deposed that he was engaged in the year 1997 and at that time Mr. A.K. Khemka was the promoter of the company. He showed ignorance that company was taken over by M. Tech. in the year 2014. He admitted that new management in place of old was incorporated in the year 2014. He further admitted that the company was not able to pay wages to the workers from 2014 to 2017. He admitted that the workers approached the Hon'ble High Court but showed ignorance that Hon'ble High Court passed an order for release of the salary by previous management. He showed ignorance that Busilink Associates filed petition before NCLT Kolkata for bankruptcy of Stesalit Limited and notice was affixed on the notice board for their claim before the company. He showed ignorance that notice in this regard was published in the newspaper. He denied that he filed the claim petition before NCLT Kolkata. He denied that he refused to receive the legal dues from Labour Officer, Baddi as per order of NCLT. He denied that the present management was not responsible for termination of his service.

13. Other witness examined by the petitioner is Sh. Bali Ram who was examined as PW-2. He led his evidence by way of affidavit Ex. PW-2/A, which is just a reproduction of the averments as made in the petition. He also placed on record confirmation letter 01.05.2008 mark-PX-11. He also placed on record appointment letter mark-PX-1, confirmation letter mark-PX-2, copy of judgment 02.01.2018 mark-PX-3, order dated 20.07.2018 mark-PX-4, details of employees mark-PX-5, notice mark-PX-6, letter mark-PX-7 to mark-PX-9 and demand notice mark-PX-10.

14. During cross-examination, he also showed ignorance that company was taken over by M. Tech in the year 2014. He deposed that he had not received any letter to receive his dues from Labour Office, Baddi. He admitted that he refused to receive the legal dues from Labour Office, Baddi as per order of NCLT. He denied that the present management is not liable for the amount excess then awarded by NCLT and the present management was not responsible for the termination of his services.

15. This is the entire evidence led by the petitioners.

16. In rebuttal, the respondent has examined Shri Vijay Kumar, AGM Stesalit Ltd. Nodia, U.P., as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply. He placed on record copy of order passed by NCLT Kolkata Ex. R-1 to Ex. R-3, list of operation creditors Ex. R-4, authority letter Ex. R-5 and reply Ex. R-6.

17. During cross-examination, he admitted that there are 7 plants of the respondent company at Baddi. He stated that the company was declared insolvent by NCLT after admitting the company petition under Section 9 of the Code. He admitted that no prior notice of termination was issued to the petitioner and other workers. The employes were not arrayed as party to the company petition, but self stated that the claims were invited through publication in the newspapers. He admitted that the publication was not published on the address of petitioners. He stated that admitted/ awarded amount to the employees was given in the list of operation creditors including petitioner and other workers. He admitted that the details/particulars about leave encashment, exgratia, gratuity etc. does not find mentioned in Ex. R-4. Though, he admitted that the respondent company is still working but self stated that the company is working with new management. He denied that the petitioner and other workers were not associated before NCLT.

18. Shri Anjani Kumar Sharma, AGM Stesalit Ltd. Baddi, Solan has been examined as RW-2, who also led his evidence by way of affidavit Ex. RW-2/A, which is reproduction of the averments as made in the reply. He placed on record RTI letter Ex. RW-2/B and report under Section 12(4) Ex. RW-2/C.

19. During cross-examination, though he admitted that there is no document on record which could show that the respondent company was sick industry but self stated there is an order of NCLT dated 20.11.2017. He expressed his ignorance whether the petitioner or any other workers were impleded as necessary party before NCLT or not. This witness has stated that now the respondent company has been taken over as per the orders of NCLT. He admitted that they have not issued termination notices to the petitioners. Self-stated that they are not their employees. He admitted that the company is running six units in the name and style of Stesalit Limited. He denied that some employees are from the old concern. Self stated that they have given new appointments to the employees. He deposed that the respondent company is ready to pay the dues as per the orders of NCLT. He admitted that some fresh appointments have been made as per the orders of NCLT. He denied that the petitioners are entitled to salary and other benefits till date.

20. This is the entire evidence led by the respondent.

21. So far as the case in hand is concerned, the claim as set up by the petitioners is that their services have been terminated by the respondent illegally without giving any notice and without the payment of compensation which is in violation of the mandatory provisions of the Act. It is further the case of the petitioners that there is violation of Sections 25-G &H of the Act as new hands have been recruited whereas the services of the petitioners have been terminated orally without following the well settled principles of last come first go. It is also the case of the petitioners that their salary was withheld which was only released on the directions of the Hon'ble High Court passed in CWP No. 1661 of 2016. Petitioners have alleged that the company had filed a petition before the Hon'ble National Company Law Tribunal, Kolkata which was disposed off *vide*

order dated 20.07.2018 and directions were issued that the Resolution Plan of River Rail JJV Delhi, which is approved by the Coc with hundred percent voting percentage under the provisions of Section 31(1) of the Code, 2016 which will be binding on the Corporate Debtor, its employees, members, creditors, coordinators and other stakeholders involved in the Resolution Plan. The Resolution Professional Member Monitoring Committee of Steasalite Ltd., issued a notice whereby petitioners/claimants were directed to get their legal dues from the office of Labour Officer on 02.11.2018 between 10:00 AM to 4:00 PM, but when the petitioners went to the office of Labour Officer on the given date, they did not get their legal dues as the company did not release their legal dues for which they are entitled. Not only this, the gates were closed to the workers and they were not allowed to enter the company on 02.11.2018 nor the company has released their EPF and other service benefits whereas the respondent has also recruited new hands to whom all kind of benefits were/are given. Petitioners have not only prayed for their legal dues but also for reinstatement in their service with all the consequential benefits.

22. On the other hand the respondent has taken the plea that the present management of the respondent company has purchased the insolvent unit on certain agreed terms and conditions enumerated in the resolution plan as such any liability of old management related to petitioners cannot be fasten on the respondent except as ordered by the Hon'ble National company Law Tribunal, Kolkata. The respondent management has reiterated that they are ready to abide by the orders of NCLT and since they have taken over the sick unit and running it afresh neither they have terminated the services of the petitioners nor have violated the provisions of Sections 25-G & H of the Act.

23. Now, coming to the case in hand, it is an admitted fact that Busilink Associates filed petition before national Company Law Tribunal, Kolkata for bankruptcy of Stesalit Limited to start Corporate Insolvency Resolution process as the Corporate Debtor was unable to pay the dues. On 20.11.2017 the Adjudicating Authority admitted the petition to start CIRP against the Corporate Debtor under Section 9 of I & B Code. It is also not disputed that Shri Sameer Kumar Bhattacharya was appointed as a Interim Resolution Professional which appointment was confirmed by COC in their meeting dated 5.12.2017 by hundred percent voting share. Though, it was argued by the Ld. counsel for the petitioners that the petitioners were not the party before the NCLT, Kolkata Bench nor they have received any notice by any means of pending proceedings before the NCLT and apart from this it was argued by him that the order has been passed by NCLT behind the back of the workers/creditors. So far as this plea is concerned, it would be appropriate to refer to para 3 of the order passed by Hon'ble NCLT, Kolkata Bench dated 20.07.2012 Ex. PX-4, which reads as under:—

> "**3. On 19.12.2017, the IRP has made public announcement about the CIRP of the Corporate Debtor. He called for Expression of Interest for Resolution Plan from the proposed Resolution Applicants. The Corporate Debtor has thus two Financial Creditors, 44 Operational Creditors (other than workmen and employees) two government departments claiming tax due and 239 workmen and employees. They lodged their respective claims to the RP. The Resolution Professional admitted their claims proportionately, it appears that till 25.04.2018, he did not get any response of Expression of Interest from anyone. The period was extended till 03.05.2018. By that**

time the RP received three proposals disclosing expression of interest from M/s River Rail JV, Delhi, GVM Industries, Chandigarh and ARC finance Ltd., Kolkata. Out of them, GVM Industries, Chandigarh later on withdrew its proposal."

24. The reading of para-3 of order makes it clear that a public announcement about the CIRP of the Corporate Debtor was made. It was observed in Ex. PX-4 that Corporate Debtor has thus two Financial Creditors, 44 Operational Creditors (other than workmen and employees) two government departments claiming tax due and 239 workmen and employees. The aforesaid order dated 20.7.2018 (certified copy of which is on record as Ex. PX-4) establish on record that the workmen were being represented and were contesting these proceedings before NCLT, Kolkata Bench thus, it does not lie in the mouth of the petitioners to say that the order dated 20.07.2018 was passed behind the back of petitioners. It is evident from the orders passed by NCLT, Kolkata Bench that the RP submitted Resolution Plan of M/s. River Rail JV, which was approved by the CoC by 100% voting share in the meeting dated 18.05.2018 was approved under the provisions of Section 31 (1) of the Code, 2016. It is now binding on all the Corporate Debtor, its employees, members, creditors, coordinators and other stakeholders involved in the Resolution Plan. As per Section 60 of the Code, 2016, the Adjudicating Authority in relation to insolvency resolution and liquidation for corporate persons including corporate debtors and personal guarantors thereof shall be the National Company Law Tribunal having territorial jurisdiction over the place where the registered office of the corporate person is located. It is not a disputed fact that the registered office of Corporate Debtor was situated within the territorial jurisdiction of NCLT Kolkata Bench. At this stage, it would be appropriate to refer to Section 61 of the Code, 2016 which reads as under:—

"61. Appeals and Appellate Authority.—

(1) Notwithstanding anything to the contrary contained under the Companies Act 2013 (18 of 2013), any person aggrieved by the order of the Adjudicating Authority under this part may prefer an appeal to the National Company Law Appellate Tribunal.

(2) Every appeal under sub-section (1) shall be filed within thirty days before the National Company Law Appellate Tribunal: Provided that the National Company Law Appellate Tribunal may allow an appeal to be filed after the expiry of the said period of thirty days if it is satisfied that there was sufficient cause for not filing the appeal but such period shall not exceed fifteen days.

(3) An appeal against an order approving a resolution plan under section 31 may be filed on the following grounds, namely:—

(i) the approved resolution plan is in contravention of the provisions of any law for the time being in force;

(ii) there has been material irregularity in exercise of the powers by the resolution professional during the corporate insolvency resolution period;

(iii) the debts owed to operational creditors of the corporate debtor have not been provided for in the resolution plan in the manner specified by the Board;

(iv) the insolvency resolution process costs have not been provided for repayment in priority to all other debts; or

(v) the resolution plan does not comply with any other criteria specified by the Board.

(4) An appeal against a liquidation order passed under section 33 may be filed on grounds of material irregularity or fraud committed in relation to such a liquidation order."

25. A bare perusal of this provision of law makes it clear that an Appeal against an order approving a resolution plan under section 31 may be filed on the grounds as enumerated in Sub Section 3 of Section 61, however, in this case no such Appeal has been filed by the workmen/creditors, if they were aggrieved by the Resolution Plan or approving of Resolution Plan and even, if the petitioners were aggrieved by the orders of NCLT, they could have filed an Appeal before the Hon'ble Supreme Court in terms of Section 62 of the Code, 2016 which reads as follows:—

"62 **Appeal to Supreme Court.—**

(1) Any person aggrieved by an order of the National Company Law Appellate Tribunal may file an appeal to the Supreme Court on a question of law arising out of such order under this Code within forty-five days from the date of receipt of such order.

(2) The Supreme Court may, if it is satisfied that a person was prevented by sufficient cause from filing an appeal within forty-five days, allow the appeal to be filed within a further period not exceeding fifteen days."

26. Instead of filing Appeal before the Hon'ble Supreme Court, petitioners chose to raise the dispute before this Court whereby they have challenged the orders passed by NCLT, the proceedings of NCLT and the procedure adopted by NCLT in conducting such proceedings, but such challenge cannot be made by way of reference before this Court nor this Tribunal has Authority to adjudicate upon the orders or procedure adopted by NCLT. Section 63 of the Code, 2016 makes a complete bar on any authority/courts to entertain any suit or proceedings in respect of any matter on which National Company Law Tribunal or the National Company Law Appellate Tribunal has jurisdiction under this Code. Section 63 of the Code, 2016 reads as under:

"**63. Civil court not to have jurisdiction.—No civil court or authority shall have jurisdiction to entertain any suit or proceedings in respect of any matter on which National Company Law Tribunal or the National Company Law Appellate Tribunal has jurisdiction under this Code**."

27. A bare reading of aforesaid Section makes it clear that it is not open for the petitioners to challenge the order or procedure adopted by the National Company Law Tribunal, Kolkata Bench before this Tribunal nor this Tribunal has any jurisdiction in view of bar created under Section 63 of the Code, 2016 to entertain such claim(s).

28. So far as the claim of the petitioners qua recruitment of new workmen or violation of Sections 25-G and H is concerned, since the new management stepped into the shoes of old management by purchasing insolvent unit on certain agreed terms and conditions enumerated in the resolution plan as such any liability of old management related to petitioners cannot be fasten on the respondent except as ordered by the Hon'ble National company Law Tribunal, Kolkata. The new management is not liable for any responsibilities which the previous management had towards the petitioners nor the petitioners can claim any financial benefits apart from one as mentioned in the Resolution Plan and in the orders of NCLT.

29. So far as the question raised by the petitioners about the recovery of dues from the Corporate Debaters which are not the part of of the Resolution Plan is concerned, this question has been considered by the Hon'ble Supreme Court in case titled as **Ghanshyam Mishara and Sons Pvt. Ltd., through the Authorized signatory Vs. Edelweiss Asset Reconstruction Company ltd. through the Director and Ors., Civil Appeal No. 1554 of 2021** along-with Civil Appeal nos., 1550-1553 of 2021 wherein the Hon'ble Supreme Court has framed question no.3 and while answering this question the Hon'ble Supreme Court has observed as under:—

"95. **In the result, we answer the questions framed by us as under:—**

(i) That once a resolution plan is duly approved by the Adjudicating Authority under sub section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the Corporate Debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the Adjudicating Authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan;

(ii) 2019 amendment to Section 31 of the I&B Code is clarificatory and declaratory in nature and therefore will be effective from the date on which I&B Code has come into effect;

(iii) Consequently all the dues including the statutory dues owed to the Central

Government, any State Government or any local authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the Adjudicating Authority grants its approval under Section 31 could be continued."

30. Since, the Hon'ble Supreme Court has held that on the date of approval of the resolution plan by the Adjudicating Authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan. as such in view of the ratio of the aforesaid judgment, it is held that the petitioners are not entitled to any relief from this Court and the dispute raised by the petitioner and sixteen others workers *vide* demand notice dated 24.05.2019 before the respondent for the reinstatement of their services with all consequential service benefits is not legal and justified. Accordingly, issue no.1 is answered in negative and against the petitioners whereas issue no. 4 is answered in affirmative in favour of the respondent.

ISSUE No. 2.

31. In support of this issue no specific evidence has been led by the respondent to show that the petitioners have not approached the Court with clean hands and are guilty of suppression of material facts. Therefore, this issue is answered in negative against the respondent.

ISSUE No. 3.

32. In support of this issue no evidence has been led by the respondent which could go to show as to how the present claim petition is not component and maintainable in the present form especially when the same has been filed pursuant to the reference sent by the Appropriate Government for adjudication before this Court. The issue in question is answered in negative against the respondent.

RELIEF

33. As a sequel to my findings on issues no. 1 to 4 above, the claim filed by the petitioners fails and is hereby dismissed by holding that the petitioners are not entitled to any relief from this Court and the dispute raised by the petitioner and sixteen others workers *vide* demand notice dated 24.05.2019 before the respondent for the reinstatement of their services with all consequential service benefits is not legal and justified. The reference is answered in the aforesaid terms.

34. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 10th day of September, 2025.

Sd/-
(Anuja Sood)
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla, H.P.

Sh. Amit Kumar V/s Beta Drugs Ltd. App.13/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Nirnajan verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 33,000 /- to the petitioner and the aforesaid amount has been received by him through cheque no. 000004 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, this Lok Adalat has to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum, of Rs. 33,000/- to the petitioner through cheque no. 000004. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced: 13.09.2025

Sh. Govind Singh V/s Beta Drugs Ltd. App.15/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Niranjan Verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 32,000/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000006 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, this Lok Adalat has to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum, of Rs. 32,000/- to the petitioner through cheque no. 000006. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced: 13.09.2025

Sh. Avinash Kumar V/s Beta Drugs Ltd. App.16/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Niranjan Verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 69,378/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000002 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, this Lok Adalat has to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum, of Rs. 69,378/- to the petitioner through cheque no. 000002. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced: 13.09.2025

Sh. Vinod V/s Beta Drugs Ltd. App.17/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Niranjan Verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter *i.e* claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per

settlement the respondent company has agreed to pay an amount of Rs. 81,592/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000008 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, this Lok Adalat has to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum, of Rs. 81,592/- to the petitioner through cheque no. 000008. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced: 13.09.2025

Sh. Shahsi Pal V/s Beta Drugs Ltd. App.18/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025.

13.09.2025 Present: Shri Niranjan Verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 19,000/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000007 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, this Lok Adalat has to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum, of Rs. 19,000/- to the petitioner through cheque no. 000007. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced: 13.09.2025

Sh. Ajay Kumar V/s Beta Drugs Ltd. App.19/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Niranjan Verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 53,158/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000001 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, this Lok Adalat has to the conclusion that the parties have entered into a settlement amicably. The respondent has

paid a sum, of Rs. 53,158/- to the petitioner through cheque no. 000001. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

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Announced:13.09.2025

Sh. Chandan Kumar V/s Beta Drugs Ltd. App.21/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Niranjan Verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 86,848/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000005 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, this Lok Adalat has to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum, of Rs. 86,848/- to the petitioner through cheque no. 000005. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima) (Shagun Chandel) (Anuja Sood)
Member Member Chairperson National Lok Adalat

Announced: 13.09.2025

Sh. Ankush V/s Beta Drugs Ltd. App.22/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Nirnajan verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 3,94,191/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000009 being full & final settlement. Now, nothing survives in the present case which rnay be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per th statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, this Lok Adalat has to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum, of Rs. 3,94,191/- to the petitioner through cheque no. 000009. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima) (Shagun Chandel) (Anuja Sood)
Member Member Chairperson National Lok Adalat

Announced: 13.09.2025

Ref.156/2022

Akshay Kumar V/s Beta Drugs Ltd.

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025

Present: Shri Nirnajan verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e reference under Section 10 of the Industrial Disputes Act, 1947 has been amicably settled. During pre- litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 85,252/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000026 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum of Rs. 85,252/- to the petitioner through cheque no. 000026. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this reference petition as such the reference sent by the appropriate Government for adjudication before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The reference is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced:13.09.2025

Ref.53/2022

Maneesh Kumar V/s Beta Drugs Ltd.

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025.

13.09.2025 Present: Shri Nirnajan verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e reference under Section 10 of the Industrial Disputes Act, 1947 has been amicably settled. During pre- litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 46,655/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000012 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum of Rs. 46,655/- to the petitioner through cheque no. 000012 Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this reference petition as such the reference sent by the appropriate Government for adjudication before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The reference is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima) (Shagun Chandel) (Anuja Sood)
Member Member Chairperson National Lok Adalat

Announced :13.09.2025

Ref.54/2024

Raj Kumar V/s Beta Drugs Ltd.

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Nirnajan verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e reference under Section 10 of the Industrial Disputes Act, 1947 has been amicably settled. During pre- litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 49,529/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000013 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum of Rs. 49,529/- to the petitioner through cheque no. 000013. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this reference petition as such the reference sent by the appropriate Government for adjudication before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The reference is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima) (Shagun Chandel) (Anuja Sood)
Member Member Chairperson National Lok Adalat

Announced:13.09.2025

Ref.55/2022

Sanjay Kumar V/s Beta Drugs Ltd.

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025.

13.09.2025 Present: Shri Nirnajan verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e reference under Section 10 of the Industrial Disputes Act, 1947 has been amicably settled. During pre- litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 94,837/- to the petitioner

and the aforesaid amount has been received by him through cheque no. 000010 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum of Rs. 94,837/- to the petitioner through cheque no. 000011. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this reference petition as such the reference sent by the appropriate Government for adjudication before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The reference is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced:13.09.2025

Ref.56/2022

Bhag Singh V/s Beta Drugs Ltd.

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025 Present: Shri Nirnajan verma, Advocate for petitioner.

Shri Prateek Kumar, Advocate vice csl. for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e reference under Section 10 of the Industrial Disputes Act, 1947 has been amicably settled. During pre- litigation held on 10.09.2025, the Ld. Counsel for the petitioner has stated that he has been authorized to make the statement in this case on behalf of petitioner. He further deposed that the petitioner has settled the dispute with the respondent company and as per settlement the respondent company has agreed to pay an amount of Rs. 97,513/- to the petitioner and the aforesaid amount has been received by him through cheque no. 000011 being full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of Ld. Counsel for the petitioner to this effect recorded separately on 10.09.2025 and placed on record.

Vide separate statement Shri Rajeev Sharma, Advocate for respondent company has admitted the aforesaid statement of Ld. Counsel for the petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the Ld. Counsel for the parties, to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum of Rs. 97,513/- to the petitioner through cheque no. 000011. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this reference petition as such the reference sent by the appropriate Government for adjudication before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the parties shall form part and parcel of this order.

The reference is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced:13.09.2025 Ref.121/2021

Jitender Kumar v/s Himachal Power Products

NATIONAL LOK ADALAT HELD ON 13-09-2025

13-09-2025

Present : Sh. G.S. Negi, Ld. Csl. for Petitioner.

: Sh. Prateek Kumar, Ld. vice Cal for Sh. Rahul Mahajan, Ld. Cal. for the respondent.

Conciliation tried, and has succeeded in the matter. The reference under Section 10 (1) of the Industrial Disputes Act, 1947 received from the appropriate government *vide* notification no. 11- 2/93 (Lab)ID/2021-Solan, dated 28.06.2021 sent by Joint Labour Commissioner for adjudication, which was registered before this Court as reference No. 121/2021 stood amicably resolved between the parties. Respondent has offered a one time settlement amount of Rs. 2,00,000/- (including gratuity of the petitioner) as full and final settlement amount which the petitioner has accepted willingly. The statement of the petitioner on oath has been recorded separately on 09.09.2025. The petitioner has stated that he has effected compromise with the respondent. As per the compromise respondent has agreed to pay Rs. 2,00,000/- as a lum sum compensation (including gratuity) towards his full and final settlement amount. He further deposed that sum of Rs. 2,00,000/- has been paid to him through cheque number 001650 dated 05.09.2025 in the Court today.

He further deposed that in view of compromise nothing survives in this claim as he has received his full and final settlement amount.

Vide separate statement the Legal Manager of the respondent company recorded on 09.09.2025 Sh. Sandeep Sharma has admitted the statement made by petitioner to be correct. He deposed that *vide* cheque no. 001650, full and final settlement amount has been paid to the petitioner and further deposed that the reference be accordingly disposed off.

Since the matter stood amicably settled between the parties, by way of amicable settlement, therefore, nothing survive in this claim/ reference. The present reference is answered accordingly. The statement(s) of Legal manager as well as petitioner shall form part and parcel of this award. Let a copy of the award to be sent to the appropriate Government for publication in the official gazette. File after completion , be consigned to record room.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

App.54/2021

Hemant Sharma v/s Microtek Shivaik Industries

NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025

Present : Shri Sushil Parihar, Advocate for petitjoner.

: Shri. Prateek Kumar, Advocate for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter *i.e* claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation, petitioner has stated that he has settled the dispute with the respondent company as the respondent company has agreed to pay a sum of 2,85,000/- as full & final settlement of the claim. The petitioner further deposed that the respondent company has agreed to pay the aforesaid amount through cheque till 20.09.2025. The statement of the petitioner to this effect recorded separately on 09.09.2025 and placed on record.

Vide separate statement Shri Sandeep Sharma, Manager (Legal) of respondent company has stated that *vide* authority letter Ex. R-1 he has been authorized to make the statement on behalf of respondent. He has admitted the aforesaid statement of petitioner to be correct and acceptable to the respondent company.

In view of the aforesaid statements made by the petitioner which has been accepted to be true and correct by the respondent, this Lok Adalat has come to the conclusion that the parties have entered into settlement amicably. The respondent has agreed to pay a sum of Rs. 2,85,000/- to the petitioner and also agreed to issue experience certificate in favour of the petitioner on or before 20.09.2025. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The respondent is directed to pay settlement amount of Rs. 2,85,000/- to the

petitioner and issue experience certificate in favour of the petitioner on or before 20.09.2025 failing which the respondent shall be liable for interest @ 9% per annum. The statements of both the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

App.55/2021

Ravinder Kumar v/s Microtek Shivaik Industries

NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025

Present : Shri Sushil Parihar, Advocate for petitjoner.

: Shri Prateek Kumar, Advocate for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter *i.e* claim filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 has been amicably settled. During pre-litigation, petitioner has stated that he has settled the dispute with the respondent company as the respondent company has agreed to pay a sum of 2,85,000/- as full & final settlement of the claim. The petitioner further deposed that the respondent company has agreed to pay the aforesaid amount through cheque till 20.09.2025. The statement of the petitioner to this effect recorded separately on 09.09.2025 and placed on record.

Vide separate statement Shri Sandeep Sharma, Manager (Legal) of respondent company has stated that *vide* authority letter Ex. R-1 he has been authorized to make the statement on behalf of respondent. He has admitted the aforesaid statement of petitioner to be correct and acceptable to the respondent company.

In view of the aforesaid statements made by the petitioner which has been accepted to be true and correct by the respondent, this Lok Adalat has come to the conclusion that the parties have entered into settlement amicably. The respondent has agreed to pay a sum of Rs. 2,85,000/- to the petitioner and also agreed to issue experience certificate in favour of the petitioner on or before 20.09.2025. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this application as such the application filed by the petitioner before this Court/Tribunal is disposed off being settled and fully satisfied. The respondent is directed to pay settlement amount of Rs. 2,85,000/- to the petitioner and issue experience certificate in favour of the petitioner on or before 20.09.2025 failing which the respondent shall be liable for interest @ 9% per annum. The statements of both the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima) (Shagun Chandel) (Anuja Sood)
Member Member Chairperson National Lok Adalat

Kulvinder Singh V/s M/s Sirbhi Packaging Ref.174/2022

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025

Present: : Petitioner in person.

: Shri Prateek Kumar, Advocate for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter i.e reference under Section 10 of the Industrial Disputes Act, 1947 has been amicably settled between the parties. Petitioner Shri Kulvinder Singh has stated that he has compromised the matter with the respondent and as per compromise he has received a sum of Rs. 30,000/- through cheque no. 699974 from the respondent today in the Court as full & final settlement. Now, nothing survives in the present case which may be deposed off accordingly. The statement of petitioner to this effect recorded separately and placed on record.

Vide separate statement Shri Prateek Kumar, Advocate for respondent company has admitted the aforesaid statement of petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly as per the statement of Ld. Counsel for the petitioner.

In view of the aforesaid statements made by the petitioner and Ld. Counsel for the respondent, this Lok Adalat has come to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum of Rs. 30,000/- to the petitioner through cheque no. 699974. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this reference petition as such the reference sent by the appropriate Government for adjudication before this Court/Tribunal is disposed off being settled and fully satisfied. The statements of Ld. Counsel for the respondent and petitioner shall form part and parcel of this order.

The reference is disposed off before National Lok Adalat in the aforesaid terms. Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima) (Shagun Chandel) (Anuja Sood)
Member Member Chairperson National Lok Adalat

Announced: 13.09.2025

Ref. 15/2024

Sh. Sher Singh V/s Hotel East Boune & ors.

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025

Present : Shri Prateek Kumar, Advocate for petitioners.

: Shri Rohit Sahrma, Advocate for respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter *i.e* the reference sent by the appropriate Government *vide* notification dated 21.02.2024 for adjudication to this Court under Section 10 of the Industrial Disputes Act, 1947 has been amicably settled. During pre- litigation Lok Adalat held on 11.09.2025, Shri Mohinder Verma, Advocate for petitioners *i.e* Sher Singh Thakur, Daman Kumar, Chaman Thakur, Hukam Chand, has stated that he has been authorized by the aforesaid petitioners to depose on their behalf. He further deposed that the petitioners have settled the dispute with the respondent company and he has received the cheques on behalf of petitioners *i.e* cheque no. 000031 dated 11.09.2025 amounting to Rs. 1,05,000/- on behalf of petitioner Shri Sher Singh, cheque no. 000027 amounting to Rs. 1,55,000/- on behalf of petitioner Shri Daman Kumar, cheque no. 000026 amounting to Rs. 1,85,000/- on behalf of Chaman Thakur and cheque no. 000032 amounting to Rs. 70,000/- on behalf of petitioner Hukam Chand. He further deposed that the respondent has also agreed to pay Rs. 5000/- to each of the petitioners within a week. Now nothing survive in the present reference which may be decided accordingly.

Apart from this, the petitioners namely Naresh Kumar, Guddu Ram, Kamal Kishore, Puran Prakash, Hitnder Kumar, Ashwani Kumar, Ashok Kumar, Jagdish Chand and Bansi Lal *vide* their separate statements have stated that they have compromised/settled the matter with the respondent company and as per settlement the respondent company has agreed to pay a sum of Rs.39000/- through cheque no. 000035 to Shri Naresh Kumar, Rs. 65000/- through cheque no. 000033 to Shri Guddu Ram, Rs. 65000/- through cheque no. 000029 to Shri Kamal Kishore, Rs. 85000/- through cheque no. 001550 to Shri Puran Prakash, Rs. 75000/- through cheque no. 000028 to Shri Hitender Kumar, Rs. 90000/- through cheque no. 000034 to Shri Ashwani Kumar, Rs. 83000/- through cheque no. 00001499 to Shri Ashok Kumar, Rs. 91000/- through cheque no. 000030 to Shri Jagdish Chand and Rs. 93000/- through cheque no. 001549 to Shri Bansi Lal. All the aforesaid petitioners have further deposed that the respondent company has also agreed to pay Rs. 5000/- to each of the petitioners as litigation costs within a period of one week and now nothing survive in the present reference which be disposed off accordingly.

Vide separate statement Shri Rohit Sharma, Advocate for respondent has stated that he has heard the aforesaid statements of Ld. Counsel for the petitioners and other petitioners which are true and acceptable to respondent. The respondent company is ready and willing to pay aforesaid amount to the petitioners which have been paid to them through cheques. He has also agreed to pay litigation costs of Rs. 5000/- to each of the petitioners, which comes to Rs. 65,000/- within a period of one week and prayed that the case be disposed off accordingly.

In view of the aforesaid statements made by the Ld. Counsel for the petitioners and the petitioners, which have been accepted to be true and correct by the Ld. Counsel for the respondent, this Lok Adalat has come to the conclusion that the parties have entered into a lawful

settlement/compromise and the petitioners have received the aforesaid amount through cheques individually and some of the petitioners through Counsel whereas the litigation costs as agreed shall be paid within a week. Since, the matter has been amicably settled between the parties and keeping in view that the petitioners are not interested to proceed further with this matter, therefore, nothing survive in this reference as such the reference sent by the appropriate Government for adjudication is disposed off being settled and fully satisfied. The statements of both the parties shall form part and parcel of this order.

Let a copy of this award/order be sent to the appropriate Government for publication in the official gazette. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Radha Devi v/s Director Technical Education.

App.70/2025

BEFORE NATIONAL LOK ADALAT HELD ON 13.09.2025

13.09.2025

Present : Shri Ravinder Thakur, Advocate for Applicant, MOA filed.

: Shri Manoj Kumar, ADA with Shri Ashraf Ali, Principal for respondents.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter *i.e* application filed under Section 33-C(2) of the Industrial Disputes Act, 1947 has been amicably settled between the parties. Shri Ravinder Thakur, Advocate for petitioner has stated that he has been authorized by Shri Abhyendra Gupta, Advocate to make the statement. He further stated that the matter has been amicably settled between the parties and as per compromise the respondent has agreed to pay an amount of Rs. 25,976/- as full & final settlement which he received today through cheque no. 000004. Now, nothing survives in the present case which may be deposed off accordingly. The statement of petitioner to this effect recorded separately and placed on record on 09.09.2025.

Vide separate statement Shri Ashraf Ali, Principal of respondent no. 2 recorded on 09.09.2025 has admitted the aforesaid statement of petitioner to be correct and acceptable to the respondent company. He further deposed that since nothing survive in the present matter which may be disposed off accordingly.

In view of the aforesaid statements' made by the parties, this Lok Adalat has come to the conclusion that the parties have entered into a settlement amicably. The respondent has paid a sum of Rs. 29,976/- to the petitioner through cheque no. 000004. Since, the matter has been amicably settled between the parties and the petitioner is not interested to proceed further with this matter, therefore, nothing survives in this application as such the same is disposed off being settled and fully satisfied. The statements of both the parties shall form part and parcel of this order.

The application is disposed off before National Lok Adalat in the aforesaid terms. File after completion be consigned to records.

(Kr. Mahima)	(Shagun Chandel)	(Anuja Sood)
Member	Member	Chairperson National Lok Adalat

Announced: 13.09.2025

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE, HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

App. No. : 35 of 2018

Instituted on : 03-04-2018

Decided on : 15-09-2025

Sunil Kumar s/o Shri Daulat Ram, r/o Sunny Cottage, Vikas Nagar, Shimla 171009
..Applicant.

VERSUS

1. Pharmed Ltd., Pharmed Gardens, White Field Road, Bangalore 560-048 and 1/23-B, 2nd Floor, Asaf Ali Road, New Delhi, through its Managing Director Shri Suneet Aurora.

2. Vice-President (Human Resources) Dr. Ummer Beejadakatte Pharmed Ltd. Pharmed Gardens, White Field Road, Bangalore 560-048 and 1/23-B, 2nd Floor, Asaf Ali Road, New Delhi.
..Respondents.

Application under Section 6(2) of the Sales Promotion Employees (Conditions of Services) Act, 1976 and Section 2-A of the Industrial Disputes Act

For Applicant : Shri Vineet Guleria, Advocate

For Non-applicants : Shri Rohit Chauhan, Advocate

ORDER

This order shall dispose off an application preferred under Section 6(2) of the Sales Promotion Employees (Conditions of Services) Act, 1976 (hereinafter to be referred as SPE Act) and Section 2-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). It is averred by the applicant in the application that he was appointed as Technical Sales Officer by the respondents organization *vide* appointment letter dated 26.02.2011 as a probationary employee and his appointment was confirmed *w.e.f.* 26.03.2012. It is further averred that since the date of his appointment, the application has been giving best and consistent performance, however, respondents issued a show cause notice dated 12.08.2016 to the applicant which was duly replied

by him. Again on 25.01.2017, 25.02.2017 and 15.03.2017, the respondents issued show cause notices to applicant alleging therein that the applicant has failed to perform his duties and that there are deficiencies on the part of the applicant *i.e.* not responding to the communications and phone calls, not submitting the reports of BMBs, poor coverage, continuous goods return, poor performance, poor knowledge in company's strategy, incomplete DVL and false reporting. The applicant replied the allegations which were false and just raised to remove the applicant from the service. While working inside the Doctor's Chamber and while driving, the applicant had kept his mobile on silent mode, however, he used to call back and attend the executive calls lateron. It was further submitted that new his products were running well and it was only when the consultants were on vacations or due to heavy snowfall or bad weather conditions the business got affected. Applicant *vide* letter dated 20.04.2017 was directed to report to Head Office, which was replied by him through e-mail dated 19.05.2017. Again the respondents issued communication directing the applicant to appear before the Enquiry Officer, but said meetings were adjourned at the behest of the respondents. Thereafter *vide* letter dated 03.10.2017, the respondents directed the applicant to appear before enquiry Officer on 11.10.2017 which was replied by the applicant seeking permission to appear before Enquiry Officer along-with Advocate but such permission was declined by the respondents despite the fact that the respondents were being represented by the Counsel. The matter was then posted for 13.10.2017 on which date the applicant could not appear before the Enquiry Officer due to his ill health and furnished a medical certificate in this regard and sent a separate e-mail requesting to postpone the enquiry. On 25.10.2017, the applicant presented himself before the Enquiry officer and requested for the copy of chargesheet, however, nothing was supplied to him and he was asked to submit whatever he wanted to say. The applicant filed his submissions which were formal in nature as the applicant was not supplied the copy of chargesheet. The enquiry was conducted by an Advocate appointed by the company and not by an independent person. The applicant was not given any opportunity to engage a lawyer for his defence as such he could not understand the technicalities and legal process. The copies of documents were also not supplied to the applicant and no fair principles of being heard were allowed to the applicant, thus, enquiry report dated 13.10.2017 is illegal and is based upon enquiry which has been conducted arbitrarily. Applicant received 2nd show cause notice which was also replied by him and thereafter the applicant was dismissed from services on 13.12.2017. Applicant has alleged that whole process of enquiry is illegal and has been carried out just to dismiss him from service. Through this claim the applicant has prayed the following relief(s).

(a) The enquiry held by the respondents in violation to rules and procedure laid down in the Act for holding enquires may kindly be quashed and set aside.

(b) That the order of dismissal 13.12.2017 may kindly be set aside being null and void.

(c) That the respondent may very kindly be directed to reinstate the applicant/ employee *w.e.f.* 13.12.2017 alongwith all the consequential benefits of his services.

2. Notice(s) of this application were sent to the respondents and in pursuance thereof the respondents filed a joint reply, whereby they took preliminary objections that the applicant cannot invoke the provisions of Section 6(2) of SPE Act as he was employed in the managerial cadre and was not a sales promotion employee as defined under the SPE Act. Apart from that an objection

was also raised that the applicant also cannot invoke the provisions of Section 2-A of the Act and cannot approach the Court by making an application directly to the Labour Court till the expiry of 45 days from the date when the applicant has made the application to the Conciliation Officer and this Court has no jurisdiction. On merits, it was averred that the applicant was a habitual defaulter and he was caught on false reporting and several show cause notices with regard to deficiency in performance and short comings were issued to the applicant. The applicant replied to show cause notices, however, the same were not found to be satisfactory as such enquiry was ordered to be conducted to enquire the charges leveled against the applicant *vide* chargesheet dated 27.06.2017 by appointing an independent person as enquiry officer, who conducted the enquiry and the applicant fully participated in the enquiry proceedings. The applicant was allowed to take co-employee to assist him during the enquiry proceedings. The claim of the applicant that the enquiry was not conducted by independent person or the enquiry was not fairly conducted, are totally wrong. The enquiry was conducted in a manner in which the applicant was comfortable and clear. The applicant preferred to be silent throughout the enquiry and has raised objection against the enquiry through present application. The applicant has forfeited his right to continue in his service by his own conduct and prayed for the dismissal of the application.

3. Rejoinder was filed in which the averments made in the reply were denied and those in the complaint were re-affirmed.

4. On the pleadings, this Court formulated the following issues on 05.09.2018:

1. Whether the termination of the services of the petitioner by the respondents *w.e.f.* 13.12.2017 is illegal and unjustified**?** ..*OPP.*

2. If issue no.1 is proved in affirmative, to what relief of service benefits the petitioner is entitled to? ..*OPP.*

3. Whether the enquiry against the petitioner was held by the respondents in violation of the principles of natural justice and the rules and procedure as laid down in the Sales Promotion Employees (Conditions of Services) Act, 1976 as alleged? ..*OPP.*

4. Whether the application is not maintainable as alleged? ..*OPR.*

5. Whether the petitioner is not a workman? ..*OPR.*

6. Relief.

5. I have heard Ld. Counsel for the parties and also perused the records of the case carefully.

6. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Redundant

Issue no.2	: Redundant
Issue No.3	: Redundant
Issue No.4	: Yes
Issue No.5.	: Redundant
Relief	: Application is dismissed being not maintainable as per operative part of order.

REASONS FOR FINDINGS

ISSUE NO. 4.

7. Issue no.4 is taken up for determination at first as the same is most contentious issue between the parties.

8. Learned Counsel for the respondents has contended that the application filed by the applicant directly before this Court under Section 6(2) of SPE Act and under Section 2-A of the ID Act is not maintainable as the applicant has never raised by dispute before the Conciliation Officer nor there was any conciliation as such the question of failure of conciliation does not arise and the applicant without approaching the Conciliation Officer cannot file the application directly before this Court.

9. On the other hand, Learned counsel for the applicant submits that the application is maintainable as the provisions of ID Act are applicable in the case of the applicant being a technical sales officer under SPE, Act.

10. So far as the above arguments are concerned, it would be appropriate to reproduce Section 6(2) of SPE Act, 1976, which reads as under:—

> "**Section 6(2). The provisions of the Industrial Disputes Act, 1947 (14 of 1947), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, workmen within the meaning of that Act and for the purposes of any proceeding under that Act in relation to an industrial dispute, a sales promotion employee shall be deemed to include a sales promotion employee who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute or whose dismissal, discharge or retrenchment had led to that dispute.**"

11. The plain reading of relevant provisions of this Section clearly establishes that the provisions of ID Act are applicable in SPE Act, 1976. In view of the aforesaid provision, it is thus clear that the provisions of ID Act are applicable to the applicant who was appointed as technical sales officer by the respondents in terms of Section 6(2) of SPE Act.

12. Now, it is to be noticed that the applicant has approached this Tribunal under Section 2-A of the ID Act and since the provisions of Section 2-A of ID Act are applicable it would be appropriate to reproduce Section 2-A of the Act which reads as under:—

> **2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute:—**

(1) Where any employer discharges, dismisses, retrenches, or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.

(2) Notwithstanding anything contained in section l0, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1)".

13. The bare perusal of above provision of law makes it clear that the provisions of Section 2-A can be invoked by a workman/employee if he has been dismissed, discharged or retrenched or otherwise terminated and any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be an industrial dispute under the aforesaid provision of law and the workman may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

14. The aforesaid provisions of law makes it clear that the application cannot be filed directly before the Labour Court under the SPE Act without first approaching a Conciliation Officer. The SPE Act extends the applicability of the ID Act, meaning thereby that industrial disputes involving sales promotion employees must generally follow the conciliation process outlined in the Act before directly approaching Labour Court or Tribunal. This conciliation step is a mandatory precursor to a formal legal proceeding in the Labour Court.

15. Coming to the case in hand, the applicant has directly approached this Tribunal without approaching the conciliation process. Since, the application under Section 2-A of the Act can only be filed after the expiry of 45 days of conciliation proceedings as such I am of the considered

opinion that the present application filed by the applicant directly before this Tribunal is not maintainable. Accordingly, issue no.4 is answered in favour of the respondents.

Issues No.1 to 3 & 5.

16. In view of my detailed findings under issue no. 4, and since this Court has come to the conclusion that the application is not maintainable in view of the provisions of Section 2-A of the Act, this Court cannot adjudicate whether the applicant was workman or whether the services of applicant were terminated or the enquiry as held by the respondents is in violation of principles of natural justice and all these issues thus are answered as redundant.

RELIEF

17. As a sequel to my findings on issues no.1 to 5 above, the application filed by the applicant under Section 6(2) of SPE Act, and under Section 2-A of ID Act deserves dismissal and accordingly the same is hereby dismissed being not maintainable. However, it is made clear that the observations as made in this order would not debar the applicant to avail any other remedy if available to the applicant under law.

33. Let a copy of this order be sent to the Appropriate Government for publication in the official gazette. File, after due completion be consigned to records.

Announced in the open Court today on this 15th Day of September, 2025.

Sd/-
(Anuja Sood)
Presiding Judge,
Industrial Tribunal-cum- *Labour Court,*
Shimla, H.P.

Reference No. 78 of 2023

Ravi Kumar

Versus

M/s Krishna Udyog P/ Sahib

16.09.2025

Present : Petitioner in person withSh. R.K. Khidtta, Ld. Csl. for the petitioner.

: Sh. Madan Upadhyay, General Manager with Ms. Kiran Thakur, Ld. Csl. for the respondent.

The present application has been filed by the applicant under Section 151 of CPC for preponment of the case which is also signed by the applicant. It is averred in the application that the

respondent company is ready to pay Rs. 1,20,000/- as lum sum compensation amount to the petitioner which is acceptable to him and appropriate order may be passed. Accordinlgy, the application for preponment is allowed and the reference which is listed on 03.12.2025 is taken up today. **Application is disposed off in the aforesaid terms. It be tagged with the main case file after due registration and completion.**

The case has been taken up after lunch. The petitioner has stated that as per the compromise he has received the payment through demand draft no. 045320 amounting to Rs. 1,20,000/- from the respondent as full and final settlement amount and now he has no claim against the respondent in this case. The petitioner who is present in the Court and has been identified before me by Sh. R.K. Khidtta, Advocate.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. R-1. Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms. Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the matter stood amicably settled between the parties by way of amicable settlement and a sum of Rs. 1,20,000/- has been paid to the petitioner by the respondent through demand draft and as such, nothing survive in this petition. Resultently, the present reference received from the appropriate government is answered accordingly. The statement of petitioner shall form part and parcel of this award.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
16.09.2025.

Sd/-
(Anuja Sood)
Presiding Judge,
Labour Court, Shimla, H.P.

Reference No. 77 of 2023

Rakesh Kumar

Versus

M/s Krishna Udyog P/ Sahib

16.09.2025

Present : Petitioenr in person with Sh. R.K. Khidtta, Ld. Csl. for the petitioner.

: Sh. MadanUpadhyay, General Manager with Ms. Kiran Thakur, Ld. Csl. for the respondent.

The present application has been filed by the applicant under Section 151 of CPC for preponment of the case which is also signed by the applicant. It is averred in the application that the

respondent company is ready to pay Rs. 1,20,000/- as lum sum compensation amount to the petitioner which is acceptable to him and appropriate order may be passed.Accordinlgy, the application for preponment is allowed and the reference which is listed on 03.12.2025 is taken up today. **Application is disposed off in the aforesaid terms. It be tagged with the main case file after due registration and completion.**

The case has been taken up after lunch.The petitioner has stated that as per the compromise he has received the payment through demand draft no. 045319 amounting to Rs. 1,20,000/- from the respondent as full and final settlement amount and now he has no claim against the respondent in this case. The petitioner who is present in the Court and has been identified before me by Sh. R.K. Khidtta, Advocate.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. R-1.Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms.Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the matter stood amicably settled between the parties by way of amicable settlement and a sum of Rs. 1,20,000/- has been paid to the petitioner by the respondent through demand draft and as such, nothing survive in this petition. Resultently, the present reference received from the appropriate government is answered accordingly. The statement of petitioner shall form part and parcel of this award.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:

16.09.2025.

Sd/-
(Anuja Sood)
Presiding Judge,
Labour Court, Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA.**

Reference No. : 132 of 2019

Instituted on : 17-02-2019

Decided on : 16-09-2025

Lal Singh, s/o Sh. Lobhi Ram, Village Neori (Deoli), P.O. Gohar, Tehsil Chachyot, District Mandi, H.P. ..*Petitioner.*

VERSUS

1. The Director, Atal Bihari Vajpayee Institute of Mountaineering & Allied Sports, Manali, District Kullu, H.P.

2. The Incharge, Regional Adventure Sports Centre (Atal Bihari Vajpayee Institute of Mountaineering & Allied Sports, Hatkoti, Tehsil Jubbal, District Shimla, H.P. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947.

For the petitioner : Shri Chetan Sharma, Advocate

For the respondents : Shri Devender Chandel, DDA

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether termination of the services of Sh. Lal Singh, s/o Sh. Lobhi Ram, Village Neori (Deoli), P.O. Gohar, Tehsil Chachyot, District Mandi, H.P. by the (i) The Director, Atal Bihari Vajpayee Institute of Mountaineering & Allied Sports, Manali, District Kullu, H.P. (ii) Incharge, Regional Adventure Sports Centre (Atal Bihari Vajpayee Institute of Mountaineering & Allied Sports, Hatkoti, Tehsil Jubbal, District Shimla, *w.e.f.* 01.09.2018, without complying the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above aggrieved worker is entitled to from the above employer?"**

2. The facts as emerges from the statement of claim are that the petitioner is resident of Village Neori (Deoli), P.O. Gohar, Tehsil Chachyot, District Mandi, H.P. and he was engaged as daily wager Chowkidar *w.e.f.* 01.12.2010, at Regional Adventure Sports Center, Hatkoti, Tehsil Jubbal, District Shimla, HP which is under Atal Bihari Vajpayee Institute of Mountaineering & Allied Sports, Manali, District Kullu, H.P. Petitioner worked with the respondents till 31.08.2018 continuously. The services of the petitioner were terminated verbally by the respondents *w.e.f.* 01.09.2018 without assigning any reason and without complying the mandatory provisions of Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). No notice or compensation in lieu of the notice has been paid to the petitioner by the respondent department before terminating the services of the petitioner. Thus, there is clear violation of Section 25-F of the Act. Petitioner has claimed that he has completed more than 240 days in each calendar year and no warning or chargesheet were ever served on him. Junior persons to petitioner namely Raj Kumar S/o Krishan Lal, Chaman Lal S/o Sh. Krishan Baldev, Bhim Singh S/o Sh. Mansukh, Gopal S/o Sh. Dayal Singh, Jai Dev S/o Sh. Chet Ram and Hem Raj S/o Sh. Thakar are still working with the respondents department at their various centers, as such, the respondents have violated the principle of "last come first go". The petitioner was performing his duty with the respondents since, 2010 and the works are still available in the respondents department, as the junior persons of the petitioner have been retained by the respondent(s) department. Due to illegal retrenchment of services of the petitioner, his entire family is at the verge of starvation as no other family member of the petitioner is in the government/ private job. The petitioner is not gainfully employed anywhere. Through, this claim, the petitioner has prayed that the verbal termination order *w.e.f.* 01.09.2018 passed by the respondent department be quashed and set-aside and the respondents

department be directed to reinstate the petitioner from the date of his illegal termination along with all consequential benefits, seniority, continuity and back wages. Petitioner has also for compensation for harassment caused by the respondent. Apart from this petitioner has prayed for regularization from the date of completion of five year of service with the respondent(s) department, as per the policy of the State Government. The claim is duly supported with an affidavit of Sh. Lal Singh, petitioner.

3. Notices of this claim were sent to the respondents, in pursuance thereof respondents no. 1 & 2 filed joint reply. Though it not disputed by the respondents that petitioner was engaged as daily wager Chowkidar *w.e.f.* 01.12.2010 however it is submitted that the services of the petitioner have been terminated *w.e.f.* 01.09.2018 in compliance to decision taken in the training meeting of department held on 10.07.2018 at Manali and decision conveyed *vide* Office Memorandum No. YSS(MI)H/B-03/2018-Vol. -II/11271, dated 19.09.2018, where it is clearly ordered that the engagement of adhoc/ contingent workers for conduct of training programmes will be done through outsource agencies. Petitioner refused to work through outsource agency as such there is no violation of mandatory provisions of the Act on the part of respondents. It was claimed that there was no question of compliance of mandatory provisions of the Act, *i.e.* either to issue notice or to pay compensation to the petitioner, as the services of the petitioner have been proposed to be engaged through outsource agency only and the petitioner has refused to work through outsource agency. It was averred that there is no controversy about the work and conduct of the petitioner. Petitioner has completed more than 240 days in each calendar year, being a matter of record. It was claimed that petitioner has been engaged from time to time as daily wage worker on muster roll basis as per requirement. The question of reduction of mandays of the petitioner in certain muster rolls does not arise. The name of the persons mentioned in the claim are senior to the petitioner and they all are working on regular basis since September, 2017. The services of the petitioner could not be regularized due to essential qualification for regularization. It was averred that the petitioner was engaged on daily wages purely temporary on requirement basis and no junior persons have been retained by the department. It was reiterated that the petitioner himself refused to work through outsource agency and prayed for the dismissal of the claim. The reply is duly supported with an affidavit of Sh. Neeraj Rana, Director.

4. Petitioner filed rejoinder in which he denied the preliminary objections and reiterated the averments as made in the claim petition.

5. On the pleadings, this Court formulated the following issues on 15.01.2020.

1. Whether the termination of the petitioner *w.e.f.* 01.09.2018 is voilative of the provisions of 25-F, 25-G and 25-H of Industrial Disputes Act, as alleged? If so, to what relief the petitioner is entitled to? ..*OPP.*

2. Whether the termination affected by the respondent on 01.09.2018 and asking the petitioner to work through outsource agencies is not violative of the provisions of Industrial Disputes, as alleged? If so, its effect thereto? ..*OPR.*

3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard Ld. Counsel for the petitioner and Ld. ADA for the respondent and have also perused the records of the case carefully as well as written submission of the petitioner.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	: Yes
Issue No. 2	: No
Relief	: Reference is answered in affirmative as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 2

9. Being interlinked and correlated both these issues are taken up together for discussion and decision.

10. The onus to prove issue no.1 is on the petitioner whereas the onus to prove issue no.2 is on the respondent.

11. Coming to evidence led by the petitioner, petitioner examined Sh. Vyam Ram, Junior Assistant as PW-1. He stated that he has brought the requisition record and placed on record PPC proceeding dated 23.01.2018 Ex. PW-1/A, office memorandum Ex. PW-1/B, Screening Committee report Ex. PW-1/C, office order dated 24.01.2018 Ex. PW-1/D and regularization order Ex. PW-1/E.

12. This witness has not been cross-examined despite opportunity examined.

13. The petitioner has stepped into the witness box as PW-2 (wrongly mentioned as PW-1) and led his evidence by way of affidavit Ex. PW-2/A, which is just a reproduction of the averments as made in the petition. He also placed on record representation Ex. PW-2/B and postal receipts Ex. PW-2/C.

14. During cross-examination, he deposed that he does not know that in meeting held on 10.07.2018 at Manali, decision was taken to recruit the persons through outsource agency. He denied that copy of decision was conveyed to him *vide* office memorandum. He denied that there is no violation of provisions of the Industrial Disputes Act. He further denied that the he refused to work through outsource agency. He also denied that the officials namely Raj Kumar, Chaman Lal, Bhim Singh, Gopal, Jaqi Dev, Hem Raj are senior to him. He denied that these persons are working on regular basis since September, 2017. Self stated that only Raj Kumar is working on regular basis. He further stated that presently he is working in Dharamshala Regional Mountaineering Centre and was engaged on 08.10.2021. Self stated that benefits of seniority and continuity were not given to him.

15. This is the entire evidence led by the petitioner.

16. In rebuttal, the respondent has examined Shri Anirudh Chauhan, Incharge of Regional Adventure Sports Hatkoti, Shimla, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply. He also placed on record office memorandum dated 19.09.2018 Ex. RW-1/B, R&P rules Ex. RW-1/C, middle certificate Ex. RW-1/D, office memorandum dated 01.10.2021 Ex. RW-1/E and affidavit Ex. RW-1/F.

17. During cross-examination, he deposed that he is custodian of the record and further deposed that petitioner was engaged in 2010 as Chowkidar and he admitted that department used to recruit the persons as per rule and regulations. The criteria or eligibility is also fixed by the department at the time of engagement. He admitted that petitioner was engaged on daily wages basis since 2010, self stated that he was engaged on temporary basis. He denied that petitioner had worked continuously 240 days from 2010 to 2018. Self stated that he had worked for 31 days in 2010. He admitted that petitioner had worked 240 days from 01.12.2010 to 30.11.2011 and self stated that petitioner had worked 31 days only in one calendar year in 2010. He admitted that petitioner is an experienced worker. He admitted that as per letter Ex. PW-1/C, Raj Kumar was engaged on 01.01.2012 as daily wage chowkidar. He admitted that he was regularized in January, 2018. He admitted that Raj Kumar was junior to the petitioner. He further admitted that the services of the petitioner were terminated in the year 2018 whereas Raj Kumar was working with the respondent department. He admitted that the petitioner had made representation Ex. PW-2/B and he was regularized in the month of October, 2021. Petitioner had completed 5 years service in 2015. He also admitted that no notice was issued to the petitioner to rejoin service. He further stated that petitioner was asked to join on outsource basis. He admitted that no notice or retrenchment compensation was paid to the petitioner. He denied that the criteria of educational qualification is not applicable in case of petitioner. He admitted that no letter was issued to the petitioner to submit his documents. He denied that the affidavit Ex. RW-1/F was prepared falsely.

18. Shri Avinash Negi, Director, has been examined as RW-2. He stated that he is working as Director in Atal Bihari Vajpayee Mountaineering Allied Sports Manali, Kullu, H.P., since, January, 2022. The petitioner is working as Chowkidar in the respondent institute.

19. During cross-examination, he stated that he is HOD of the institute and is fully conversed with the facts of the case. He deposed that petitioner was engaged in December, 2010 and his services were terminated verbally on 31.08.2018. He admitted that no notice or retrenchment compensation was paid to the petitioner. He admitted that Raj Kumar is junior to the petitioner and he was regularized in the year, 2018. He admitted that petitioner had worked 240 days continuously with the respondents. He stated that petitioner himself submitted the affidavit and no force was applied for obtaining affidavit Ex.RW-1/F. He showed ignorance that petitioner did not make any statement to the Court to withdraw the case.

20. This is the entire evidence led by the respondents.

21. Petitioner has made written submissions that he was engaged as daily waged Chowkidar on 01.12.2010, which fact has also been admitted by the respondents. It was further

submitted that the petitioner had completed 240 days in each calendar year, when his services were illegally terminated without assigning any reason on 01.09.2018, against the mandatory provisions of the Act. Apart from that, he also submitted that not only the services of the petitioner have been terminated in violation of Section 25-F of the Act but there is also violation of Section 25-G and 25-H of the Act, as the Junior person namely Raj Kumar S/o Sh. Krishan Lal was retained by the respondents and his services were regularized in utter violation of principle "last come fist go". Though, during the pendency of the reference, petitioner was reengaged by the department *w.e.f.* 01.10.2021 and has been regularized but he has been denied seniority, continuity and consequential benefits. Thus, his services are to be regularized prior to regularization of the services of his junior namely Raj Kumar.

22. On the other hand, learned ADA for the respondents has submitted that petitioner was temporarily engaged as Chowkidar *w.e.f.* 01.12.2010. It was claimed that the decision was taken in the training meeting of the department held on 10.07.2018 at Manali that the engagement of adhoc/ contingent workers for conduct of training programmes will be done through outsource agency. Petitioner though was offered job through outsource, but he refused to join the work through outsource agency and abandoned the job himself. It was submitted that the petitioner has completed 240 days in each calendar year except for 2010 when he had only worked for 31 days. Apart from this, it was argued that as per the recruitment and promotion rules, the minimum qualification for the post of Chowkidar is middle but in the year 2017 the petitioner was not possessing the minimum qualification and when he submitted his middle standard certificate in the year 2020 his services were regularized. It was claimed that respondents have not violated any provisions of the Act.

23. So far as, the case in hand is concerned, it is admitted fact that petitioner was engaged as Chowkidar *w.e.f.* 01.12.2010 and he continuously worked with the department till 31.08.2018 which fact has not been disputed by the respondents in their reply. Though, RW-1 has stated that the petitioner had only worked 31 days in 2010 but in para no. 4 of the reply respondent did not dispute this fact that petitioner had completed more than 240 days in each calendar year. Petitioner has claimed that his services were terminated orally whereas the respondents have taken the plea that since it was decide in the meeting held on 10.07.2018 at Manali that the engagement of adhoc/ contingent workers will be done through outsource agency, the work was offered to the petitioner through outsource, but he refused to work through outsource agency and abandoned the job himself.

24. So far as, the plea of the abandonment is concerned, the petitioner was regularly working with the respondents department since December, 2010 to August, 2018 and if the petitioner had not turned up for the work it was required for the respondents to have issued a notice to the petitioner, but no notice has been served on the petitioner to resume his duties.

25. The plea of abandonment as raised by the respondent has not been proved on record by the respondent. It has been laid down by our own Hon'ble High Court in case titled as ***Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875*** that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as ***State of Himachal Pradesh & another vs.***

Shri Partap Singh, 2017 (1) Him L.R. 286, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, '*animus'* to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such '*animus'* on the part of the repondent is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent/employer is not established.

26. The petitioner has claimed that he worked continuously with the respondent for the last eight years but the respondents have terminated the services of the petitioner orally. No action has been initiated against the petitioner by way of any disciplinary action. Before, terminating the services of the petitioner, it was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:—

"*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :—*

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".

27. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in "continuous service" for not less than one year, can be retrenched by the employer unless he has been given one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner orally as such the termination of the petitioner from service *w.e.f.* 01.09.2018 is neither legal nor justified. So far as the plea of the respondent that he was offered job through outsource is concerned no notice of chance of service condition was ever issued to the petitioner. Thus, respondents have also not made compliance of Section 9 (A) of the Act.

28. The other point which arises for consideration in this case is that whether there is any violation of Section 25-G of the ibid Act which reads as under:—

"***25-G. Procedure for retrenchment***.- *Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman".*

29. To invoke this provision, the workman is not required to prove that he had worked for 240 days preceding to the date of his termination, but it is sufficient for him to plead and prove that while terminating his services, the employer violated the rules of "last come first go". In case **reported in latest HLJ 2007 (HP) 903 titled as State of HP & Others V/s Bhatag Ram & Anr., The Hon'ble High Court has observed** that:- ***It was not necessary for the workmen to complete 240 days during 12 calendar months for taking the benefits of Sections 25-G and 25-H of the Act."***

30. Petitioner has taken the plea that junior person has been retained by the respondents department whereas his services were terminated. It is admitted fact that Raj Kumar had joined the service after the joining of the petitioner. RW-1 during his cross-examination has admitted that Raj Kumar was engaged on 01.01.2012 as daily wage Chowkidar and his services were regularized on January, 2018.

31. The respondents have taken the plea that petitioner was not having required qualification for regularization of the post of Chowkidar, as such his services were not regularized and when he completed his middle 8th standard thereafter his services were regularized in the year, 2021.

32. So far as this plea, of the respondents is concerned, that Hon'ble Apex Court in case tiled as **Bhagwati Prasad Versus Delhi State Mineral Development (1990) 1 SCC 361** has held that initial minimum educational qualification prescribed for the different posts is undoubtedly a factor to be reckoned with, but it is so at the time of initial entry into the service. Once the appointments were made as daily rated workers and they were allowed to work for a considerable length of time, it would be hard and harsh to deny them the confirmation in the respective post on the ground that they lack the prescribed educational qualifications. The relevant para of the judgment is reproduced herein under:—

6. "The main controversy centres round the question whether some petitioners are possessed of the requisite qualifications to hold the posts so as to entitle them to be confirmed in the respective posts held by them. The indisputable facts are that the petitioners were appointed between the period 1983 and 1986 ever since, they have been working and have gained sufficient experience in the actual discharge of duties attached to the posts held by them. Practical experience would always aid the person to effectively discharge the duties and is a sure guide to assess the suitability. The initial minimum educational qualification prescribed for the different posts is undoubtedly a factor to be reckoned with, but it is so at the time of the initial entry into the service. Once the appointments were made as daily rated workers and they were allowed to work for a considerable length of time, it would be hard and harsh to deny them the confirmation in the respective posts on the ground that they lack the

prescribed educational qualifications. In our view, three years' experience, ignoring artificial break in service for short period/periods created by the respondent, in the circumstances, would be sufficient for confirmation. If there is a gap of more than three months between the period of termination and re-appointment that period may be excluded in the computation of the three years period. Since the petitioners before us satisfy the requirement of three years' service as calculated above, we direct that 40 of the seniormost workmen should be regularised with immediate effect and the remaining 118 petitioners should be regularised in a phased manner, before April 1, 1991 and promoted to the next higher post according to the standing orders. All the petitioners are entitled to equal pay at par with the persons appointed on regular basis to the similar post or discharge similar duties, and are entitled to the scale of pay and all allowances revised from time to time for the said posts be further directed that 16 of the petitioners who are ousted from the service pending the writ petition should be reinstated immediately. Suitable promotional avenues should be created and the respondent should consider the eligible candidates for being promoted to such posts. The respondent is directed to deposit a sum of Rs. 10000 in the registry of this Court within 4 wees to meet the remuneration of the Industrial Tribunal. The writ petitions are accordingly allowed, but without costs.

33. The Hon'ble High Court of HP in **CWP No. 5021 of 2020 titled as Saroj Kumari Versus State of HP** has also delt with the similar question as arises in this case. The respondent had taken the plea that the husband of the petitioner was illiterate and did not possess the requisite essential qualification and as such, he did not fulfill the Recruitment and Promotion Rules, which disqualifies his entitlement for regularization even though he had put in more than 10 years of services. The Hon'ble High Court taking note of the judgment in **Bhagwati Prasad Versus Delhi State Mineral Development (1990) 1 SCC 361** as referred to supra, held that the minimum educational qualification prescribed for the post is undoubtedly a factor to be reckoned with but it is so at the time of initial entry into the service. The relevant paras of the judgment in **CWP No. 5021 of 2020 titled as Saroj Kumari Versus State of HP** are reproduced herein under:—

9. "Record reveals that petitioner before his death rendered 35 years uninterrupted service with the department. Though, as per Recruitment and Promotion Rules petitioner' husband became entitled to be regularized after 10 years of his having completed part time service with 240 days in each calendar year, but yet for no fault of him, he was denied his rightful claim and as such, his wife repeatedly knocked the doors of court of law. Record reveals that despite there being positive directions issued by this Court in one petition or other respondents for no justifiable reasons kept on rejecting the case of the petitioner. Though, this court finds that after passing of judgment dated 13th December, 2012 by Co-ordinate Bench of this Court in CWP No.2031 of 2011, respondent had no reason to deny the claim of the petitioner, as has been raised in the petition, but yet authorities on one pretext or other left no stone unturned to deny the rightful claim of the petitioner's husband. Since, there is no dispute that 313 vacancies were available when petitioner had completed 10 years regular service, submission made by learned Deputy Advocate General that till year 2005, no vacancy could be filled up on account of the ban imposed by the State

Government has no relevance and deserves outright rejection. Even after lifting of van by the State, case of the petitioner husband was required to be considered from the date when he had become eligible for regularization on account of his having completed 10 years regular service as part time worker with 240 days each in calendar year. Though, now petitioner's husband services have been regularized with effect from 19.10.2005 by granting one time relaxation qua qualification, but such order of regularization from 19.10.2005 is not sustainable for the reason that petitioner's husband ought to have been regularized from the date when he had completed 10 years regular service as part time worker. Secondly, case of the petitioner otherwise could not be rejected by the respondents on the ground of qualification. Hon'ble Apex Court in Bhagwati Prasad Versus Delhi State Mineral Development Corporation, (1990)1 Supreme Court Cases 361, has already held that minimum education qualification prescribed for the different posts is undoubtedly a factor to be reckoned with, but is so at the time of the initial entry into the service. Once the appointments are made as daily rated workers and they are allowed to work for a considerable length of time, it would be hard and harsh to deny them the confirmation in the respective posts on the ground that they lack the prescribed educational qualification. In the aforesaid judgment, Hon'ble Apex Court has held that practical experience gained by daily wager before his regularization always aid him to effectively discharge the duties and is a sure guide to assess the suitability.

10. Consequently, in view of the above, the present petition is allowed and order dated 10.1.2020 (Annexure P-9), passed by Director Ayurveda, Himachal Pradesh is quashed and set-aside and respondents are directed to regularize the services of the petitioner's husband as per Recruitment and Promotion Rules as notified on 31.12.1998 from the date he had completed 10 years service as Part Time Class-IV employee with 240 days in each calendar year with all the consequential benefits. Pending applications, if any, also stands disposed of."

34. In view of the above discussion the benefits of regularization of the petitioner prior to his juniors cannot be deny to him only on the ground that he did not posses education qualification at the time when his juniors were regularized.

35. The Punjab and Haryana High Court in case titled as **Rajbir Singh Versus The Presiding Officer, Industrial Tribunal-**cum**-Labour Court, Rohtak and Others 2017 LLR 441** has held as under:

"9. Coming to the second issue raised by the interim orders of the coordinate bench reproduced above, this case now has to be considered from the stand-point as to whether the petitioner is entitled to regularization on the basis of discrimination. The petitioner has asserted in this petition that there were persons who worked shoulder to shoulder with him and were retained in service while the petitioner was litigating for reinstatement and consequential benefits; and their services have been regularized in the meanwhile. This was the query put by the Court to which the Office Order No. 68 dated January 16, 2017 is addressed. The same is taken on record. The order has been

examine but the query of the Court still remains unanswered and in a round about manner the Divisional Forest Officer, Jhajjar in his order says:—

3. That the petitioner has worked as casual labourer in the Forest Department on daily wages basis as per wages rate fixed by Labour Department, Haryana. The petitioner was not appointed against the vacant/sanctioned post at all and he has not completed 240 days in any calendar year. The case of the petitioner is not covered under which the other persons mentioned in the affidavit are regularized. The persons regularized were fulfilled the terms and conditions in policy. Therefore, he could not be equated with them."

10. There is no explanation whatsoever in the order as to dates of appointment of the "other persons" as to when were they appointed, what was the nature of the appointment, how were they regularized and by which orders. There is no reference to any documented or relevant material to conclude that there has been no discrimination. It is well settled that what is not specifically denied is admitted and the Court can proceed on the presumption that the petitioner is speaking the truth. The onus has shifted to the department to distinguish the cases of the petitioner and the other persons for this Court to believe their side of the story. In the order, the officer has relied on Uma Devi case and Official Liquidator v. Dayanand and others, (2008) 10 SCC 1 & State of Rajasthan and others v. Daya Lal and others, (2011) 2 SCC 429. While relying on these judgments the Officer has was not acquainted him-self or briefed by his office or advised that there is a direct judgment of the Supreme Court on the point of discrimination as a relief-based ground in labour matters, delivered by the Supreme Court in Hari Nandan Prasad and another v. Employer I/R to Mangmt. of FCI and another, (2014) 7 SCC 190, holding:—

> **"However, wherever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached the Industrial/ Labour Court are on a par with them, direction of regularisation in such cases may be legally justified, otherwise, non-regularisation of the left-over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the industrial adjudicator would be achieving the equality by upholding Article 14, rather than violating this constitutional provision."**

36. In view of my above discussion, I am of the considered opinion that the action of the respondent in asking/offering the work to petitioner through outsource agency is violative of the provision of the Act and further the termination of the petitioner is also violative of the provisions of Sections 25-F, 25-G & 25-H of the Act. Accordingly, issue no. 1 is decided in favour of the petitioner whereas issue no. 2 is decided against the respondent.

RELIEF

37. As a sequel to my findings on foregoing issues, the claim of petitioner is hereby allowed and reference is accordingly answered in favour of petitioner. The termination of the

petitioner on 01.09.2018 held to be illegal and unjust. The petitioner is held entitle to seniority, continuity of service with the respondent department from the date of his initial appointment in the year 01.12.2010, with all the consequential benefits. The petitioner is also held entitled for regularization prior to the date when his juniors were regularized as per relevant regularization policy of State Government existing at that time. The parties, however, shall bear their own costs.

38. The reference is answered in the aforesaid terms.

39. Let a copy of this Award be sent to the appropriate Government for publication in the official gazette.

40. File, after due completion be consigned to Record Room.

Announced in the open Court on this 16th Day of September, 2025.

Sd/-
(Anuja Sood)
Presiding Judge,
Industrial Tribunal-cum- *Labour Court,*
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**.

Application No : 44 of 2019

Instituted on : 29-04-2019

Decided on : 23-09-2025

Parvesh Puri, s/o Sh. Piar Chand Puri, r/o H. No. 2, Ward No. 2, Krishna Nagar, Hamirpur, H.P. ..*Petitioner.*

VERSUS

M/S Affy Parenterals, Village Gullerwala, Sai Road, Tehsil Baddi, District Solan, H.P. ..*Respondent.*

Petition under Section 2 A of the Industrial Disputes (Amendment) Act, 2010.

For the petitioner : Shri Naveen Dhiman, Advocate

For the respondent : Shri Niranjan Verma, Advocate

AWARD

The present claim petition has been filed by the petitioner directly before this Court under the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act).

2. The case as set up by the petitioner in the statement of claim is that he was appointed as Assistant HR *w.e.f.* 05.09.2011 and was drawing Rs. 31,856/- per month as last wages. Before his illegal termination from service, petitioner had completed 240 days continuously. The services of the petitioner have been terminated on 01.03.2018 arbitrarily in an unlawful manner without complying with the provisions of Section 25-F of the Act, as neither any notice has been served on the petitioner nor compensation has been paid in lieu thereof before terminating the services of the petitioner. Petitioner served a demand notice dated 03.03.2018 to the respondent for his reinstatement and copy was sent to the conciliation officer Baddi, but no settlement has arrived between the parties. Through this claim, petitioner has prayed that he be reinstated in service with all consequential benefits, back wages from the date of his illegal termination.

3. Notice of this claim was sent to the respondent, in pursuance thereof, respondent contested the claim by filing reply. Wherein respondent took preliminary objections of maintainability, cause of action and that the petitioner was working on managerial post and the duties performed by him were managerial in nature as such the claim is not maintainable, petitioner is guilty of misusing the provisions of Act, petitioner had abandoned the job himself and he is gainfully employed. On merits, though it was not disputed by the respondent that petitioner was employed as Assistant HR *w.e.f.* 05.09.2011 and was drawing last wages of Rs. 31,856/- per month, however it was denied that the services of the petitioner were terminated on 01.03.2018 in violation of provisions of the Act. It was claimed that petitioner himself abandoned the job as such the question of notice and enquiry does not arise. The petitioner was working as an Executive and he was transferred to Ghaziabad but he did not join his duty at Ghaziabad. Time and again he was requested through letters and e-mails dated 13.03.2018, 15.03.2018, 16.03.2018 and 23.07.2018 to join his duty, but he did not join duty and abandoned the job himself. It was denied that the petitioner is entitled to reinstatement, consequential financial benefits and back wages and prayed for the dismissal of the present application.

4. Rejoinder to the reply was filed by the petitioner in which he denied the preliminary objections and reiterated the averments as made in the petition.

5. On the pleadings, this Court formulated the following issues on 27.12.2022.

1. Whether the termination of the services of petitioner *w.e.f.* 01.03.2018, by the respondent without complying the provisions of the Industrial Dispute Act, 1947, is illegal and unjustified? If yes, what relief the petitioner is entitled to? ..*OPP.*

2. Whether the claim petition is neither competent nor maintainable in the present form, as alleged? ..*OPR.*

3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard the Learned Counsel for the parties and have also perused the records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Redundant
Issue No. 2	:	Yes
Relief	:	Application dismissed as per operative part of the award.

REASONS FOR FINDINGS

ISSUE NO. 2

9. Being legal issue, issue no.2 is first taken for discussion and decision.

10. To prove the averments as raised in the claim petition, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. He is averred through affidavit Ex. PW-1/A that no enquiry has been conducted against him and he was transferred to Delhi in arbitrary manner without complying with the provisions of H.P. Govt. Model Employment Standing Orders. He also placed on record appointment letter Ex. PW-1/B, medical record Ex. PW-1/C, prescription slip Ex. PW-1/D, demand notice mark-PX-1 and notice mark-PX-2.

11. During cross-examination, he deposed that presently he is working with Health Biotech Ltd. Baddi as Sr. HR Executive. He deposed that he was working as a Trainee HR with the respondent, but denied that he was working in managerial capacity. Self stated that it was a clerical job. He denied that his job was transferable as per the standing orders and self stated that no appointment letter had been issued to him. He admitted that his services were transferred to Ghaziabad and further deposed that he had made representation on account of ill health. He admitted that he had received e-mails to join his duty at transferred placed. He denied that he had abandoned the job himself.

12. This is the entire evidence led by the petitioner.

13. To rebut the evidence of the petitioner, respondent examined Shri Deepak Kumar, Assistant HR Manager, who appeared into the witness box as RW-1 and tendered in evidence his affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. He also tender his evidence authority letter Ex. RW-1/B, appointment letter of the petitioner Ex. RW-1/C.

14. During cross-examination, he deposed that petitioner worked with the respondent *w.e.f.* September, 2011 to February, 2018. He deposed that petitioner was transferred to Ghaziabad without any hike in the pay and without any increment. Transfer letter was handed over to the petitioner and the transfer letter was also sent to the petitioner through e-mail. The terms & conditions of the services were mentioned in the appointment letter. The salary for the month of February, 2018 was not paid to the petitioner and further deposed that all other dues of the petitioner have not been paid to him. He denied that the services of the petitioner were terminated.

15. This is the entire evidence led by the respondent.

16. So far as, the case of the petitioner is concerned, it is the case of the petitioner that he was appointed as Assistant HR *w.e.f.* 05.09.2011 and was drawing last salary of Rs.31,856/- per month. Appointment letter Ex. RW-1/B shows that the petitioner was appointed as a Junior Officer HR on yearly salary of Rs. 84,000/-.

17. While contesting this claim the main objection raised by the respondent is that the petitioner does not fall under the category of workman as such he is not entitled to any relief as claimed by him.

18. Before proceeding further it would be apposite to venture in to the legal aspect of the matter, as to whether the petitioner would fall within the terms of section 2(s) of the Act. The Section reads as under:—

"**Workman" means any person (including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-**

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature.

19. Viewed in this context, a bare reading of the claim as well as the affidavit filed by the petitioner establish on record that he was appointed as an Junior Officer HR and last was working with respondent as Assistant HR. The averments made in the claim as well as the averments made

in the affidavit clearly enact that he was not discharging his duties as manual, unskilled, skilled, technical, operational and clerical work.

20. Petitioner was an Assistant HR who was drawing wages more than Rs. 30,000/- per month. Though, it is the settled that in determining the nature of work, the designation of the employee or the name assigned to him should not be given due importance and the primary duty performed by the person is to be given due importance, but coming to the case in hand there is no evidence worth the name to suggest that the petitioner was doing any other duty in the respondent company apart from working as Assistant HR. There is no evidence, worth the name led by the petitioner to establish on record that he was doing any manual, unskilled, skilled, technical, operational and clerical work with the respondent. **In Somnath Tulshi Ram Galande Vs. Presiding Officer, IInd Labout Court Pune and others 2008 (4) Mh.L.J 163, the Hon'ble Apex Court has held as under**:—

> **"Where a particular workman is a supervisor within or without the definition of "workman" is "ultimately a question of fact, at best one of mixed fact and law" and "will really depend upon the nature of the industry, the type of work in which he is engaged, the organizational set up of the particular unit of industry and the like factors."**

21. The Hon'ble High Court had come to record a finding in the aforesaid case that the appellant therein was undertaking supervisory and managerial work as such he was not covered under the definition of "workman".

22. Similarly, in S.K. Maini v. Carona Sahu Co. Ltd., **1994 AIR 1824,** the Supreme Court has held as under:—

> **"After giving our careful consideration to the facts and circumstances of the case and the submissions made by the learned Counsel for the parties, it appears to us that whether or not an employee is a workman under** Section 2(s) **of the Industrial Disputes Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and materials on record and it is not possible to lay down any straitjacket formula which can decide the dispute as to the real nature of duties and functions being performed by an employee in all cases. When an employee is employed to do the types of work enumerated in the definition of workman under** Section 2(s)**, there is hardly any difficulty in treating him as a workman under the appropriate classification but in the complexity of industrial or commercial organizations quite a large number of employees are often required to do more than one kind of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or goes out of it ...the designation of an employee is not of much importance and what is important is the nature of duties being performed by the employee. The determinative factor is the main duties of the employee concerned and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance he is employed to do. Viewed from this angle, if the employee is mainly doing supervisory work but**

incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory works. Conversely, if the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also done by the employee incidentally or only a small fraction of working time is devoted to some supervisory works, the employee will come within the purview of 'workman' as Section 2(s) of the Industrial Disputes Act.

The appellant in the present case had multifarious duties and most of his duties were supervisory and managerial. He had the power and capacity to take decisions, supervise work of others and was also responsible for quality control of the products being manufactured. The character and nature of his duties while seen in the light of the documentary and oral evidence led by the parties, it can be concluded that the appellant was not a 'workman' within the definition of Section 2(s) of the Act. Looking into the admission of the workman and specific language of Exhibit29 and the terms and conditions of his appointment, it is difficult to arrive at any conclusion other than the one arrived at by the Labour Court and the learned single Judge in the impugned order."

23. Though, the petitioner during his cross-examination has stated that he was doing clerical job but there is no averments in the petition that he was doing any clerical or manual work. As per the pleadings, petitioner was appointed as an Assistant HR and there is no averments made by the petitioner in the petition that he was doing any manual, unskilled, skilled, technical, operational or clerical work so as to consider him as a workman under Section 2(s) of the Act.

24. Apart from that, the petitioner was drawing salary of Rs. 31,856/- per month, which is quite in excess to the salary as fixed under Section 2(s) of the Act to consider a person as a workman. In these circumstances, since, the petitioner himself has admitted that he was working as Assistant HR and was drawing salary Rs. 31,856/-, I am of the humble opinion, that the petitioner does not fall under the category of workman as defined under Section 2(s) of the Act. The petition filed by the petitioner is not maintainable and accordingly issue no. 2 is decided in favour of the respondent.

ISSUE NO. 1

25. In view of my findings on issues no. 2 above, since the petitioner has failed to establish on record that he is a workman, this Court cannot decide dispute of the petitioner with the respondent under the provisions of the Act. Accordingly, issue no. 1 is answered as redundant.

RELIEF

26. In view of my findings on issues no. 1 & 2, above, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not a workman as defined under Section 2(s) of the Act as such the claim of the petitioner is not maintainable before this Court. The reference is answered in the aforesaid terms.

27. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 23rd day of September, 2025.

Sd/-
(Anuja Sood)
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla, H.P.

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, उप–तहसील नित्थर, जिला कुल्लू (हि0प्र0)

मिसल नं0 10 / 2025 दिनांक मरजुआ : 21–10–2025 तारीख फैसला : 12–01–2026

उनवान मुकद्दमा : इन्द्राज सेहत नाम

श्री राकेश कुमार पुत्र श्री खीमी राम, निवासी गांव बान्दल, डा0 घाटू, उप–तहसील नित्थर, जिला कुल्लू (हि0प्र0) .. प्रार्थी ।

बनाम

आम जनता .. फरीकदोयम।

प्रार्थना पत्र.–जन्म व मृत्यु पंजीकरण जेर धारा 13 (3) पंजीकरण अधिनियम, 1969.

श्री राकेश कुमार पुत्र श्री खीमी राम, निवासी गांव बान्दल, डा0 घाटू, उप–तहसील नित्थर, जिला कुल्लू ने एक आवेदन पत्र जिला रजिस्ट्रार जन्म व मृत्यु एवं मुख्य चिकित्सा अधिकारी कुल्लू, जिला कुल्लू के कार्यालय पत्र संख्या HFW-ST(B&D) Delay Birth and Death-KLU-2020-19005-06, Dated 09-10-2025, जो कार्यकारी दण्डाधिकारी, उप–तहसील नित्थर को सम्बोधित है, इस कार्यालय में प्रस्तुत किया है तथा प्रार्थी ने शपथ पत्र में उल्लेख किया है कि उसकी माता की मृत्यु 01–06–2007 को गांव बान्दल में हुई थी। प्रार्थी अज्ञानता के कारण अपनी माता की मृत्यु तिथि ग्राम पंचायत गमोग में दर्ज नहीं करवा पाया। शपथ–पत्र व फार्म नं0 10 संलग्न है। अब प्रार्थी ने ग्राम पंचायत गमोग के मृत्यु पंजीकरण रजिस्टर में अपनी माता की मृत्यु तिथि 01–06–2007 दर्ज करने के आदेश चाहे हैं।

अतः इस इश्तहार के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को ग्राम पंचायत गमोग के मृत्यु पंजीकरण रजिस्टर में सीमा देवी पत्नी खीमा राम की मृत्यु तिथि दर्ज करने बारे कोई उजर / एतराज हो तो वह असालतन / वकालतन तारीख पेशी 12–01–2026 को प्रातः 10 बजे तक इस अदालत में हाजिर होकर अपना उजर / एतराज पेश कर सकते हैं। बसूरत गैरहाजिरी एकतरफा कार्यवाही अमल में लाई जाकर नाम दर्ज करने के आदेश पारित कर दिए जाएंगे।

यह इश्तहार आज दिनांक 11–12–2025 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
उप–तहसील नित्थर, जिला कुल्लू (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, सुन्दरनगर, जिला मण्डी (हि0प्र0)

शीर्षक :

श्री खलील अहमद पुत्र श्री गुलजार मुहम्मद, निवासी गांव डुगराई, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 .. प्रार्थी।

बनाम

आम जनता .. प्रत्यार्थी।

प्रार्थना–पत्र अधीन धारा 13(3) जन्म एवं मृत्यु अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत कनैड, तहसील सुन्दरनगर में जन्म तिथि दर्ज करने बारे।

श्री खलील अहमद पुत्र श्री गुलजार मुहम्मद, निवासी गांव डुगराई, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 ने इस न्यायालय में आवेदन–पत्र अधीन धारा 13(3) जन्म एवं मृत्यु अधिनियम, 1969 मय शपथ–पत्र, Addl. District Registrar (Birth & Death)-*cum*-Chief Medical Officer Mandi द्वारा जारी पत्र तथा अनुपलब्धता प्रमाण–पत्र प्रस्तुत किया है कि उसका जन्म दिनांक 10–02–1975 को गांव डुगराई, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 में हुआ है, परन्तु ग्राम पंचायत कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 के अभिलेख में दर्ज नहीं है। आवेदक अपनी जन्म तिथि ग्राम पंचायत कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 के अभिलेख में दर्ज करवाना चाहता है।

अतः इस इश्तहार के माध्यम से आम जनता को सूचित किया जाता है कि उक्त जन्म तिथि पंजीकरण बारा किसी भी प्रकार का कोई उजर / एतराज हो तो वह दिनांक 27–12–2025 को मुकर्रर तारीख पर बरवक्त 10.00 बजे सुबह असालतन या वकालतन हाजिर आकर पैरवी मुकद्दमा करें अन्यथा आपके खिलाफ एकतरफा कार्यवाही अमल में लाई जायेगी।

आज दिनांक 27–11–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
सुन्दरनगर, जिला मण्डी (हि0प्र0)।

————————

In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Sadar, District Mandi, H. P.

In the matter of :—

1. Sh. Amrinder Singh s/o Sh. Tajinder Singh, r/o House No. 352/12, Ram Nagar Mandi, P.O. Mandi, Tehsil Sadar, District Mandi (H.P.).

2. Smt. Navleen Kaur d/o Sh. Dan Singh, r/o House No. 138/12, Ram Nagar Mandi, P.O. Mandi, Tehsil Sadar, District Mandi (H.P.). . . Applicants.

Versus

General Public

Subject.—Application for the Registration of Marriage under section 15 of Special Marriage Act, 1954.

Sh. Amrinder Singh s/o Sh. Tajinder Singh, r/o House No. 352/12, Ram Nagar Mandi, P.O. Mandi, Tehsil Sadar, District Mandi, H.P. and Smt. Navleen Kaur d/o Sh. Dan Singh, r/o House No. 138/12, Ram Nagar Mandi, P.O. Mandi, Tehsil Sadar, District Mandi H.P. (at present w/o Sh. Amrinder Singh s/o Sh. Tajinder Singh, r/o House No. 352/12, Ram Nagar Mandi, P.O. Mandi, Tehsil Sadar, District Mandi, H.P.) have filed an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 02-10-2022 according to Sikh rites and customs at Gurudwara Shri Naushehra Majja Singh, Gurdaspur, District Gurdaspur, Punjab and they are living together as husband and wife since then. Hence, their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 05-01-2026 after that no objection will be entertained and marriage will be registered.

Issued today on 6th day of December, 2025 under my hand and seal of the court.

Seal. Sd/-

Marriage Officer-cum-Sub-Divisional Magistrate,
Sadar, District Mandi (H.P.).

ब अदालत श्री रोहित जाल्टा सहायक समाहर्ता प्रथम श्रेणी, तहसील चौपाल, जिला शिमला (हि0प्र0)

मुकद्दमा नं0 20—2025 तारीख दायरा 27—11—2025

श्री मुश्ताक मोहमद पुत्र इलमदीन पुत्र उमर दीन, निवासी गांव कुम्बडा, तहसील चौपाल, जिला शिमला (हि0प्र0)

बनाम

आम जनता

दरख्वास्त दरूस्ती नाम माल कागजात अराजी खाता / खतौनी नं0 67 / 79, महाल कुम्बडा, तहसील चौपाल, जिला शिमला (हि0प्र0)

नोटिस बनाम आम जनता

दरख्वास्त नाम दरूस्ती कागजात माल हमारे समक्ष प्रार्थी श्री मुश्ताक मोहमद पुत्र इलमदीन पुत्र उमर दीन, निवासी गांव कुम्बडा, तहसील चौपाल, जिला शिमला, हि0प्र0 ने इस आश्य के साथ प्रस्तुत की है कि मुताबिक पंचायत प्रमाण / पत्र देवत में प्रार्थी का नाम मुश्ताक मोहमद सही व दुरूस्त है परन्तु अराजी खाता / खतौनी नं0 67 / 79, महाल कुम्बडा, तहसील चौपाल, जिला शिमला, हि0प्र0 के खाना मालिक में

मुश्ताक अली पुत्र इलमदीन दर्शाया गया है जोकि गलत है जबकि प्रार्थी का नाम मुश्ताक मोहमद है, जिसकी पुष्टि के लिए प्रार्थी ने नकल परिवार रजिस्टर भाग–ग्राम पंचायत देवत व अन्य दस्तावेज संलग्न दरख्वास्त कर रखे हैं। प्रार्थी अपना नाम उक्त माल कागजात में मुश्ताक अली के स्थान पर मुश्ताक मोहमद दुरूस्त / दर्ज करवाना चाहता है।

अतः आम जनता को इस इश्तहार द्वारा सूचित किया जाता है कि राजस्व अभिलेख में मुश्ताक मोहमद दुरूस्त / दर्ज करने बारे किसी भी व्यक्ति का किसी भी प्रकार का उजर व एतराज हो तो वह दिनांक 15–06–2026 को प्रातः 10 बजे असालतन या वकालतन हाजिर आकर अपना उजर व एतराज पेश कर सकता है। अन्यथा एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 18–12–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी, तहसील चौपाल,
जिला शिमला (हि0प्र0)।

————————

In the Court of Marriage Officer-cum-**Sub-Divisional Magistrate,**
Shimla (Rural), District Shimla (H.P)

1. Sh. Sanjeev Kumar s/o Sh. Moti Ram, r/o Negi Niwas, Tara Devi, Tehsil & District Shimla, Himachal Pradesh, Age 34 Years.

2. Ms. Meera d/o Sh. Rakesh Kumar, r/o Near Dal Chakki, Chhawni Mohalla, Ludhiana-141008, Age 28 years.

Versus

General Public

Subject — Registration of marriage under the H.P. Registration of Marriage Act, 1996.

Sh. Sanjeev Kumar s/o Sh. Moti Ram, r/o Negi Niwas, Tara Devi, Tehsil & District Shimla, Himachal Pradesh and Ms. Meera d/o Sh. Rakesh Kumar, r/o Near Dal Chakki, Chhawni Mohalla, Ludhiana have filed an application along with affidavits in the court of the undersigned stating therein that they have solemnized their marriage on 07-12-2013 and are living together as huaband and wife since then, but the marriage has not been found entered in the records of Registrar of Marriages, Gram Panchayat concerned/Municipal Corporation Shimla .

Therefore, objections are hereby invited from the General Public through this notice, that if anyone has any objection regarding registration of this marriage, they can file their objections personally or in writing before this court of undersigned on or before one month of publication of this notice. After that no objection shall be entertained and marriage will be registered accordingly.

Issued under my hand and seal of the court today on 18-12-2025.

Seal. *Sd/-*
Additional District Registrar of Marriages-cum-*SDM,*
Shimla (Rural), District Shimla (H.P).

In the Court of Marriage Officer-cum-**Sub-Divisional Magistrate,**
Shimla (Rural), District Shimla (H.P)

In the matter of:

1. Nirmit Dhiman s/o Brahm Dass Dhiman, r/o Nishant Bhawan, Dhenda, P.O. Totu, Tehsil & District Shimla, Himachal Pradesh, Age 27 Years.

2. Iorga Ariana-Ioana d/o Iorga Ovidiu-Adrian, r/o Horia 53, Timisoara, Timis, Romania, Postal Code-300342, Age 25 years ..*Applicants.*

Versus

General Public

Subject —Notice of intended marriage under section 5 of the Special Marriage Act, 1954.

Sh. Nirmit Dhiman s/o Brahm Dass Dhiman, r/o Nishant Bhawan, Dhenda, P.O. Totu, Tehsil & District Shimla, Himachal Pradesh and Ms. Iorga Ariana-Ioana, d/o Iorga Ovidiu-Adrian, r/o Horia 53, Timisoara, Timis, Romania, Postal Code-300342 have filed an application in the court of the undersigned under section 5 of the Special Marriage Act, 1954 and have intended to get married within 30 days from the date thereof.

Therefore, the General Public is hereby informed through the notice that if any person who has any objection regarding this marriage, can file the objections personally or in writing before this court on or before 19-01-2026, after that no objection will be entertained and marriage shall be registered.

Issued under my hand and seal of the court today on 18-12-2025.

Seal. Sd/-
Marriage Officer-cum-*SDM,*
Shimla (Rural), District Shimla (H.P).

In the Court of Shri Manjeet Sharma, Sub-Divisional Magistrate
Shimla (R), District Shimla (H.P.)

Sh. Vijay Kumar s/o Sh. Kanshi Ram, r/o Village Jhandi, Post Office Satlai, Tehsil Junga, District Shimla, H.P.

Versus

General Public . . *Respondent.*

Whereas, Sh. Vijay Kumar s/o Sh. Kanshi Ram, r/o Village Jhandi, Post Office Satlai, Tehsil Junga, District Shimla, H.P. has submitted an application alongwith Non-Availability Certificate issued by the Registrar, Birth & Death, Gram Panchayat Satlai, Shimla, H.P. in the Court of the undersigned under section 13(3) of the Birth & Death Registration Act, 1969 to enter

date of birth of his son Suryansh Thakur as 06-01-2015 in the record of Registrar, Birth & Death, Gram Panchayat Satlai, Shimla, H.P. details are as under :—

Sl. No.	Name of the family member	Relation	Date of Birth
1.	Master Suryansh Thakur	Son	06-01-2015

Hence, this proclamation is issued to the General Public with directions that if anyone has any objection/claim regarding entry of date of birth of above named person in the record of Registrar, Birth & Death, Gram Panchayat Satlai, Shimla, H.P. he/she may file their claims/objections in the Court on or before one month of publication of this notice in Government Gazette, failing which necessary orders will be passed.

Issued today on 12-11-2025 under my signature and seal of the court.

Seal. Sd/-
Sub-Divisional Magistrate,
Shimla (R), District Shimla (H.P.).

In the Court of Collector, Sub-Division Theog, Distt. Shimla (H. P.)

Case No. Date of Institution
9-VIII/2025 27-09-2025

Case Title.
Sh. Inder Singh . . *Applicant/Appellant*.

Versus

Sh. Ramesh & others . . *Non-Applicants/Respondents*.

Notice/Proclamation.

1. Smt. Meera w/o Late Sh. Jia Lal, r/o Village Daleyan, P.O. Majhar, Tehsil Theog, Distt. Shimla, H.P., 2. Sh. Mohinder Singh s/o Sh. Chet Ram, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 3. Smt. Usha d/o Sh. Chet Ram, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 4. Sh. Vikram Singh s/o Sh. Laiq Ram, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 5. Sh. Avtar Singh s/o Sh. Laiq Ram, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 6. Sh. Ravinder Singh s/o Sh. Laiq Ram, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 7. Anjana d/o Sh. Madan Singh, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 8. Monika d/o Sh. Madan Singh, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 9. Kumari Shweta d/o Sh. Madan Singh, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 10. Vandana d/o Sh. Madan Singh presently w/o Pankaj, r/o Village Kandyali, P.O. & Tehsil Kumarsain, Distt. Shimla, H.P., 11. Sangeeta w/o Late Sh. Madan Singh, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 12. Ramesh Chand s/o Sh. Sohan Lal, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 13. Prem Singh s/o Sh. Sohan Lal, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 14. Surender s/o Sh. Sohan Lal, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt.

Shimla, H.P., 15. Bishan Singh s/o Sh. Sita Ram, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 16. Jagat Ram s/o Sh. Moti Ram, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 17. Madan Singh s/o Sh. Devi Ram, r/o Village Shateyan, P.O. Majhar, Tehsil Theog, Distt. Shimla, H.P., 18. Padmu d/o Sh. Devi Ram, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 19. Rahul s/o Sh. Kedar Singh, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 20. Manohar Singh s/o Late Buddhiya, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 21. Sita Devi d/o Late Buddhiya, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 22. Shyam Pyari d/o Late Buddhiya, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 23. Shakuntla d/o Late Buddhiya, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P., 24. Kaushlaya d/o Late Buddhiya, r/o Village Gallu, P.O. Kufri, Tehsil Theog, Distt. Shimla, H.P.

Appeal under section 14 of Land Revenue Act, 1954 against the order dated 10-05-2023 in case No. 18/2018 passed by Ld. Assistant Collector 1st Grade, Theog, District Shimla, H.P. for setting aside the same.

Whereas, the applicant/appellant have filed as application under Order 9 Rule 9 CPC read with Section 151 CPC for restoration of an appeal titled as Inder Singh *Vs*. Ramesh and others registered *vide* No. 9-VIII/2023 under Section 14 of the H.P. Land Revenue Act, 1954, which was earlier dismissed for non-prosecution on 30-07-2024;

And whereas, *vide* order of this court dated 22-08-2025, the said application has been allowed and the appeal has been restored to its original position;

Now, therefore, through this public notice, the respondents (above-named) are informed to appear before this Court in person or through a duly authorized legal practitioner on 30-12-2025 at 11.00 A.M. in the Court of undersigned to answer the case and to file objections, if any.

In case of non-appearance on the said date, the matter shall be heard and decided *ex-parte*, in accordance with law.

Issued under my hand and seal of this court on 6th day of November, 2025.

Seal. Sd/-
Collector,
Theog, District Shimla (H.P.).

In the Court of Ld. Collector, Sub-Division Theog, Distt. Shimla (H. P.)

In the matter of :

1. Sh. Ramesh Kumar s/o Sh. Matru Ram, r/o Village Banni, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 2. Sh. Durga Singh s/o Late Sh. Gauri Nand, r/o Village Tathkar, Pargana Kalanj, P.O. Fagu, Tehsil Theog, Distt. Shimla, H.P., 3. Sh. Babu Ram s/o Late Sh. Gauri Nand, r/o Village Tathkar, Pargana Kalanj, P.O. Fagu, Tehsil Theog, Distt. Shimla, H.P., 4. Smt. Asha w/o Sh. Randhir Singh, r/o 150, Badmajra Colony, Balongi, Mohali, Chandigarh-140301., 5. Smt. Kaushalya Devi, w/o Late Sh. Bhagat Ram, r/o Village Jadeog, P.O. Sandhu, Tehsil Theog, Distt. Shimla, H.P. . . *Applicants.*

Versus

1. Sh. Amar Singh s/o Sh. Surat Ram, r/o Village Tathkar, Pargana Kalanj, P.O. Fagu, Tehsil Theog, Distt. Shimla, H.P., 2. Sh. Shyam Singh s/o Sh. Devi Ram, r/o Village Tathkar, Pargana Kalanj, P.O. Fagu, Tehsil Theog, Distt. Shimla, H.P., 3. Sh. Inder Singh s/o Sh. Devi Ram, r/o Village Tathkar, Pargana Kalanj, P.O. Fagu, Tehsil Theog, Distt. Shimla, H.P., 4. Sh. Surinder Singh s/o Sh. Devi Ram, r/o Village Tathkar, Pargana Kalanj, P.O. Fagu, Tehsil Theog, Distt. Shimla, H.P., 5. Sh. Mahinder Singh s/o Sh. Devi Ram, r/o Village Tathkar, Pargana Kalanj, P.O. Fagu, Tehsil Theog, Distt. Shimla, H.P., 6. Sh. Surinder Singh s/o Sh. Ishwar Lal, r/o Village Rehog, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 7. Sh. Mahinder Singh s/o Sh. Ishwar Lal, r/o Village Rehog, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 8. Kumari Sunita d/o Sh. Ishwar Lal, r/o Village Rehog, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 9. Smt Geeta Devi d/o Sh. Ishwar Lal, r/o Village Rehog, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 10. Sh. Rohit s/o Sh. Prakash Chand, r/o Village Tathkar, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 11. Sh. Deepak s/o Sh. Prakash Chand, r/o Village Tathkar, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 12. Smt. Kanta w/o Sh. Prakash Chand, r/o Village Tathkar, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 13. Sh. Rajinder Singh s/o Sh. Matru Ram, r/o Village Banni, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P., 14. Smt. Sulochana w/o Sh. Ramesh, r/o Village Dhar, Pargana Fagu, Tehsil Theog, Distt. Shimla, H.P., 15. Smt. Kalawati w/o Sh. Laiq Ram, r/o Village Dhar Tathkar, Pargana Fagu, Tehsil Theog, Distt. Shimla, H.P., 16. Sh. Liaq Ram s/o Sh. Balak Ram, r/o Village Dhar Tathkar, P.O. Fagu, Tehsil Theog, Distt. Shimla, H.P., 17. Sh. Dila Ram s/o Sh. Ram Dass, r/o Village Tunda Kharyana, Pargana Fagu, Tehsil Theog, Distt. Shimla, H.P., 18. Sh. Roopan Bembey s/o Sh. Rattan Lal, r/o Village Tathkar, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P. . . *Respondents.*

Proclamation.

Appeal under section 14 of Land Revenue Act, 1954 against the order of mode of partition dated 24-12-2024 passed by the Assistant Collector 1st Grade, Theog, in case No. 21/2018.

Whereas, Sh. Ramesh Kumar s/o Sh. Matru Ram, r/o Village Banni, Pargana Kalanj, Tehsil Theog, Distt. Shimla, H.P. and other have moved an appeal u/s 14 of Land Revenue Act, against the order of mode of partition dated 24-12-2024 passed by the Assistant Collector 1st Grade Theog in case No. 21/2018. The present appeal has been filed by the appellant for setting aside the order dated 24-12-2024 passed by the Ld. Assistant Collector 1st Grade Theog in the area of description of land, comprised in K/K No. 19/41 to 44, Kita 6, measuring 00-37-98 hectares and K/K No. 45, Kita 2, measuring 00-07-62 hectares, Khasra No. 320, 78, 109, 115, 203, 312, 319, 331, 341 to 347, 349, 364, 365, 369 to 371, 376, Kita 21, measuring 00-16-10 hectares, Khasra No. 46 to 48 & 50, Kita 4, measuring 00-37-68 hectares situated at Mohal Tathkar, Pargana Fagu, Tehsil Theog, Distt. Shimla, H.P.

Whereas it has been proved to the satisfaction of the undersigned that the above-named respondents cannot be served in the ordinary way of service. Hence this proclamation under section 21, 22 and 23 of the H.P. Land Revenue Act, 1954 is hereby issued against them and they are directed to appear before the undersigned personally or through some authorized agent/pleader duly instruction on 30-12-25 at 11.00 A.M. failing which an *ex-parte* proceeding shall be initiated against them.

Given under my hand and seal of the court on this 15-12-2025.

Seal. Sd/-

Collector,

Sub-Division Theog, District Shimla (H.P.).

ब अदालत, सहायक समाहर्ता द्वितीय श्रेणी, तहसील पांवटा साहिब, जिला सिरमौर, हि0प्र0

केस नं0 2025

श्रीमती कमलेश कौर पुत्री जगत राम, निवासी ज्वालापुर, तहसील पांवटा साहिब, जिला, सिरमौर हि0प्र0।

बनाम

आम जनता

प्रार्थना–पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम 1969.

श्रीमती कमलेश कौर पुत्री जगत राम, निवासी ज्वालापुर, तहसील पांवटा साहिब, जिला सिरमौर, हि0प्र0 का एक आवेदन पत्र मुख्य रजिस्ट्रार जन्म एवं मृत्यु / मुख्य चिकित्सा अधिकारी, नाहन के पत्र सं0 एचएफडब्ल्यू–एन / एसटी / बीएण्डडी / डिले केसिस / 2025–7756, दिनांक 19–09–2025 द्वारा अनुलंगन क्रमशः अपना ब्यान हल्फी, दो गवाहन ब्यान हल्फी, आधार कार्ड, सहित इस अदालत में प्राप्त हुआ है जिसमें प्रार्थिया द्वारा प्रार्थना की है कि उसकी स्वयं की जन्म तिथि 09–11–1972 है, जिसका इन्द्राज अज्ञानतावश प्रार्थिया ग्राम पचांयत निहालगढ के जन्म अभिलेख में दर्ज नहीं करवा सके है। जिसे प्रार्थीया अब दर्ज करवाना चाहती है।

अतः सर्वसाधारण को इस इश्तहार के मार्फत सूचित किया जाता है कि इस बारे किसी को कोई भी उजर / ऐतराज हो तो वह दिनांक 11–01–2026 को प्रातः 11.00 बजे या इससे पूर्व किसी भी कार्य दिवस पर अदालत हजा स्थित पांवटा साहिब में असालतन या वकालतन हाजिर आकर उज्जर / एतराज दर्ज करा सकता है। निर्धारित तिथि या इससे पूर्व में कोई आपत्ति प्राप्त न होने की सूरत में श्रीमती कमलेश कौर पुत्री जगत राम, निवासी ज्वालापुर की जन्म तिथि 09–11–1972 तहसील पांवटा साहिब, जिला सिरमौर, हि0प्र0 के प्रकरण पर नियमानुसार कार्यवाही अमल में लाई जायेगी।

आज दिनांक 11–12–2025 को मेरे हस्ताक्षर व कार्यालय मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील पांवटा साहिब, जिला सिरमौर, हि0प्र0।

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ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार राजगढ़, जिला सिरमौर, हि0प्र0 ।

मिसल नं0 17–2025 तारीख मरजुआः 06–12–2025

श्री गोपाल सिंह पुत्र गोरखिया राम, निवासी नेरी जगेला, डा0 व ग्राम पंचायत करगाणू, तहसील राजगढ़, जिला सिरमौर, हि0प्र0।

बनाम

आम जनता

इश्तहार जन्म एवं मृत्यु पंजीकरण

श्री गोपाल सिंह पुत्र गोरखिया राम, निवासी नेरी जगेला, डा0 व ग्राम पंचायत करगाणू, तहसील राजगढ़, जिला सिरमौर हि0प्र0 ने इस अदालत में अधीन धारा 13(3) जन्म व मृत्यु पंजीकरण अधिनियम, 1969 व हिमाचल प्रदेश जन्म एवं मृत्यु रजिस्ट्रेशन नियम 2003 की धारा 9(3) के अंतर्गत जिला रजिस्ट्रार(जन्म एवं मृत्यु) एवं मुख्य चिकित्सा अधिकारी, जिला सिरमौर स्थित नाहन के माध्यम से अपनी माता श्रीमती शांति देवी पत्नी गोरखिया राम, की मृत्यु की तिथि ग्राम पंचायत करगाणू में दर्ज करने हेतु प्रार्थना पत्र प्रस्तुत कर निवेदन किया है कि उसकी माता की मृत्यु घर पर ही हुई है, परन्तु अज्ञानता के कारण निश्चित अवधि में मृत्यु की तिथि पंचायत के जन्म व मृत्यु रजिस्टर में दर्ज नहीं करवा सका। आवेदन के अनुसार उसकी माता शांति देवी की मृत्यु दिनांक 14–11–2011 को हुई है। सायल ने ग्राम पंचायत करगाणू के पंजीकरण पंजी में अपनी माता की मृत्यु की तिथि दर्ज करवाने का अनुरोध किया है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को शांति देवी पत्नी गोरखिया राम की मृत्यु तिथि ग्राम पंचायत करगाणू में दर्ज करने बारे एतराज हो तो इस इश्तहार के प्रकाशन से 30 दिनों के भीतर किसी भी कार्य दिवस पर हमारे कार्यालय में असालतन या वकालतन हाजिर होकर एतराज प्रस्तुत करें। उक्त तारीख के बाद कोई भी एतराज मान्य नहीं होगा तथा रजिस्ट्रार (जन्म व मृत्यु) एवं सचिव ग्राम पंचायत करगाणू को मृत्यू तिथि दर्ज करने का आदेश पारित कर दिए जाएंगे।

आज दिनांक 08–12–2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी
राजगढ़, जिला सिरमौर हि0प्र0।

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ब अदालत सहायक समाहर्ता प्रथम श्रेणी, रेणुकाजी स्थित संगड़ाह, जिला सिरमौर, हि0प्र0।

मिसल नं0: 01–2025 तारीख मरजुआः 18–10–2025 तारीख पेशीः 29–12–2025

दुर्गा राम पुत्र जाती राम, निवासी गांव कालथ, डा0 रजाना, तहसील रेणुका जी स्थित संगड़ाह, जिला सिरमौर, हि0प्र0।

बनाम

1. भवानी दत्त पुत्र श्री हीरदा राम, निवासी गांव कालथ, डा0 रजाना, तहसील रेणुका जी स्थित संगड़ाह, जिला सिरमौर, हि0प्र0।

2. रामेश्वर पुत्र श्री हीरदा राम, निवासी गांव कालथ, डा0 रजाना, तहसील रेणुका जी स्थित संगड़ाह, जिला सिरमौर, हि0प्र0।

3. आम जनता

सायल उपरोक्त ने अदालत हजा में एक दरख्वास्त बराये Mutation of Makfud-Ul-Khabri under Para-8.47 of H.P.L.R.M.1992 के तहत दिनांक 18–10–2025 को पेश की है, जिसके माध्यम से दरख्वास्त गुजारी है कि उक्त प्रतिवादी भवानी दत्त पुत्र श्री हीरदा राम जोकि वादी उक्त का चचेरा भाई है जो पिछले 14–15 वर्षों से लापता है। इसी सन्दर्भ में अन्य चचेर भाई / बहन श्रीमती राधा पुत्री मोही राम, ब्रहमानन्द पुत्र जाती राम, ओम प्रकाश पुत्र बली राम, रमेश पुत्र बलीराम तथा मेला राम ने भी मुस्त्रका ब्यान किये हैं कि उक्त प्रतिवादी भवानी दत्त पुत्र श्री हीरदा राम पिछले 14–15 वर्षों से लापता है। उक्त वादी के

किसी भी सगे सम्बन्धी द्वारा प्रतिवादी के जीवित होने बारे न ही सुना है और न ही किसी के द्वारा सूचना दी गई। इन वर्षों के दौरान अपने स्तर पर भी वादी द्वारा छानबीन व खोज की गई लेकिन प्रतिवादी का कोई अता–पता मालूम न हुआ है। लिहाजा वादीगण ऐसा विश्वास करते हैं कि भवानी दत्त व रामेश्वर अब जीवित न हैं।

यह कि भवानी दत्त व रामेश्वर वादी के चाचा हीरदा राम के मात्र दो पुत्र थे तथा दोनों ही अविवाहित थे तथा अन्य माध्यम / गोदनामा इत्यादि से भी दोनो की कोई संतान न थी। लिहाजा मौजूदा समय में उक्त सभी भवानी दत्त की पैतृक सम्पति के जायज वारसान हैं तथा उनके नाम दर्ज सम्पत्ति पर उनका पिछले 14–15 वर्षों से काश्त व कब्जा है। उपरोक्त तथ्यों के मध्यनज़र वादीगणों द्वारा निवेदन किया गया है कि भवानी दत्त की तहसील रेणुकाजी में तमाम सम्पत्ति का इन्तकाल उनके पक्ष में तस्दीक किया जाए।

अतः इस अदालती इश्तहार के माध्यम से प्रतिवादी भवानी दत्त व रामेश्वर पुत्रगण श्री हीरदा राम व उनके अन्य सगे सम्बन्धी तथा आम जनता को सूचित किया जाता है कि अगर वह उक्त मुकद्दमा इन्तकाल में कोई उजर एवं एतराज प्रस्तुत करना चाहे तो वह दिनांक 29–12–2025 को प्रातः 10 बजे हमारी अदालत में हाजिर आकर असालतन या वकालतन पैरवी मुकद्दमा कर सकते हैं। बाद गुजरने मियाद कोई उजर काबले समायत न होगा तथा भवानी दत्त की समस्त सम्पत्ति / अराजी का वादीगणों के नाम इन्तकाल तस्दीक हेतु नियमानुसार कार्यवाही अमल में लाई जाएगी।

आज दिनांक 27–11–2025 को हमारे हस्ताक्षर एवं मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी
रेणुकाजी स्थित संगड़ाह, जिला सिरमौर, हि0प्र0।

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ब अदालत सहायक समाहर्ता द्वितीय श्रेणी (तहसीलदार) नाहन, जिला सिरमौर, हि0प्र0।

श्री दिनेश कुमार पुत्र स्व0 श्री राज सिंह पुत्र श्री लेहना सिंह, निवासी गांव महिधार एवं डा0 सुरला, तहसील नाहन, जिला सिरमौर, हि0प्र0 ..प्रार्थी।

बनाम

आम जनता

..प्रतिवादीगण।

आवेदन / पत्र बाबत नाम दुरुस्ती मोहाल मईधार, पटवार वृत्त सुरला, नाहन, तहसील नाहन, जिला सिरमौर, हिमाचल प्रदेश।

प्रार्थी श्री दिनेश कुमार पुत्र स्व0 श्री राज सिंह पुत्र श्री लेहना सिंह निवासी गांव महिधार एवं डा0 सुरला, तहसील नाहन, जिला सिरमौर, हिमाचल प्रदेश ने इस अदालत में दरख्वास्त पेश की है कि राजस्व कागजात रिकार्ड मोहाल मईधार तहसील नाहन, मौजा मईधार में उनका नाम शजरा नस्ब में बबलू पुत्र श्री राज सिंह दर्ज है, जबकि उनका सही एवं असली नाम दिनेश कुमार पुत्र श्री राज सिंह है। प्रार्थी द्वारा आवेदन पत्र के साथ शपथ पत्र, परिवार रजिस्टर की नकल, शजरा नस्ब मौजा मईधार वर्ष 2019–20, प्रति हिमाचल प्रमाण पत्र, प्रति जायज वारसान प्रमाण पत्र, प्रति आधार कार्ड ईत्यादि कागजात पेश अदालत किए हैं। आवेदक द्वारा अपना नाम शजरा नस्ब मौजा मईधार में सही दर्ज करने का आग्रह किया है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को उक्त प्रार्थी का नाम शजरा नस्ब मौजा मईधार में बबलू पुत्र श्री राज सिंह के स्थान पर दिनेश कुमार पुत्र श्री राज सिंह दर्ज करने बारे कोई उजर–एतराज हो तो वह अपना एतराज दिनांक 08–01–2026 को प्रातः 10.00 बजे तक इस अदालत हजा में असालतन–वकालतन हाजिर आकर पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाएगी। उसके बाद किसी का कोई भी उजर–एतराज जेरे समायत न होगा।

आज दिनांक 10–12–2025 को हमारे हस्ताक्षर व मोहर सहित अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
तहसीलदार नाहन, जिला सिरमौर, हिमाचल प्रदेश।

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ब अदालत श्री प्रकाश चंद पान्टा, सहायक समाहर्ता द्वितीय श्रेणी उप–तहसील पझौता स्थित नौहरी, जिला सिरमौर, (हि0प्र0)

दवा संख्याः 29 / 13–2025 तारीख मजरुआः 16–10–2025

श्री विजय सिंह पुत्र जालम सिंह, निवासी बखोग, डा0 भुज्जल, उप–तहसील पझौता, जिला सिरमौर (हि0प्र0)

बनाम

सर्वसाधारण एवं आम जनता

विषय.–Proclamation U/S-37(1) of H.P Land Rev. Act, 1954

सर्व साधारण को सूचित किया जाता है कि श्री विजय सिंह पुत्र जालम सिंह, निवासी बखोग, डा0 भुज्जल, उप–तहसील पझौता, जिला सिरमौर (हि0प्र0) ने हि0प्र0 भू–राजस्व अधिनियम, 1954 की धारा 35 ता 38 के अन्तर्गत राजस्व अभिलेख में अपने नाम की दुरुस्ती हेतु इस कार्यालय में प्रार्थना पत्र प्रस्तुत किया है जिसमें उनका कथन है कि उसका असल नाम विजय सिंह पुत्र जालम सिंह है, जिसकी पुष्टि हेतु प्रार्थी ने अपने प्रार्थना–पत्र के साथ ब्यान हल्फिया, आधार कार्ड, नकल परिवार रजिस्टर, राशन कार्ड प्रति, बैंक पासबुक प्रति संलग्न की है। परन्तु राजस्व अभिलेख मोहाल उप–सम्पदा बखोग के खाता / खतौनी नं0 2 / 3, खाता / खतौनी नं0 26 / 50, खाता / खतौनी नं0 24 / 48, खाता / खतौनी नं0 3 / 5, खाता / खतौनी नं0 4 / 6 व उप–सम्पदा पशलानू मे खाता / खतौनी नं0 2 / 2, खाता / खतौनी नं0 4 / 8 व खाता / खतौनी नं0 3 / 4, में विजय सिंह पुत्र जालम सिंह के स्थान पर बिजिया पुत्र जालम सिंह हो गया है। प्रार्थी अपना नाम राजस्व अभिलेख मोहाल उपरोक्त की मलकीयत भूमि में बिजिया के स्थान पर विजय सिंह उर्फ बिजिया पुत्र जालम सिंह करवाना चाहता है। चूंकि उक्त दोनों नाम एक ही व्यक्ति के हैं ऐसा प्रार्थी का कथन है।

अतः यदि उपरोक्त नाम राजस्व अभिलेख उपरोक्त में बिजिया के स्थान पर विजय सिंह उर्फ बिजिया पुत्र जालम सिंह करने बारे यदि किसी को एतराज हो तो वह अधोहस्ताक्षरी के न्यायालय में दिनांक 10–01–2026 तक किसी कार्य दिवस में उपस्थित होकर प्रातः 10:00 बजे से सांय 5:00 बजे तक न्यायालय सहायक समाहर्ता, उप–तहसील पझौता स्थित नौहरी में असालतन व वकालतन पेश कर सकता है, गैर हाजरी की सूरत में एकतरफा कार्यवाही अमल में लाने उपरांत सेहत ईन्द्राज के आदेश पारित कर दिए जाएंगे।

आज दिनांक 04–12–2025 को मेरे हस्ताक्षर एवं मोहर सहित अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
उप–तहसील पझौता स्थित नौहरी, जिला सिरमौर, हिमाचल प्रदेश।

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Office of the Marriage Officer-cum-**Sub-Divisional Magistrate, Nahan,**
District Sirmaur, Himachal Pradesh-173 001

PUBLICATION OF NOTICE

The following persons have submitted an application for solemnization of marriage under the Special Marriage Act, 1954. If anyone has any objection on the grounds specified in the Act in respect of this solemnization of marriage, if so wished, he/she may submit his/her objection by 09-01-2026.

Name of Bridegroom:

Sh. Mukesh Kumar s/o Sh. Rangi Lal, r/o Village Banore Khatwar, Tehsil Paonta Sahib, District Sirmaur (H.P.) and presently residing at c/o Set No.1, Type-II at Kanshiwala, Tehsil Nahan, District Sirmaur (H.P.).

Name of Bride:

Reetu Pozta d/o Sh. Bali Ram, r/o Village Manoli, P.O. Panog, Sub-Tehsil Ronhat, District Sirmaur (H.P.).

Seal.

Sd/-
(RAJEEV KUMAR SANKHYAN, HAS),
Marriage Officer-cum-*Sub-Divisional Magistrate,*
Nahan, District Sirmaur (H.P.).

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Before Sh. Inder Kumar, Executive Magistrate-cum-**Naib Tehsildar,**
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
36/2025	17-11-2025	Pending for 17-12-2025

Smt. Kaushlya Devi d/o Sh. Bagu Ram, r/o Village Bharapur, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur (H.P.). . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of Birth and Death Registration Act, 1969.

Smt. Kaushlya Devi d/o Sh. Bagu Ram, r/o Village Bharapur, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that she was born on 21-06-1974 at Village Bharapur, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur, H.P. but her date of birth could not be registered in the records of Gram Panchayat Dhaulakuan, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence she prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Dhaulakuan, Sub-Tehsil Majra for entering the same in the births and deaths record.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Kaushlya Devi d/o Sh. Bagu Ram & Smt. Kammi, may submit their objections in writing in this court on or before 17-12-2025 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 17th day of November, 2025.

Seal.

Sd/-
(INDER KUMAR),
Executive Magistrate-cum-*Naib-Tehsildar,*
Majra, District Sirmaur (H.P.).

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Before the District Collector, Solan, Himachal Pradesh
NOTICE FOR SERVICE THROUGH PUBLICATION
(Under Section 118 of the H.P. Tenancy & Land Reforms Act, 1972)

Case No. 7/13 of 2005

State of Himachal Pradesh ..*Complainant.*

Versus

1. Sh. Deepak s/o Sh. Rajinder Singh, r/o Salogra, Tehsil and District Solan, H.P.
2. Sh. Kapil Bhrany
3. Sh. Om Prakash Bhrany
4. Smt. Saroj Verma
5. Smt. Salochna Chopra
6. Smt. Sumitra
7. Smt. Suchitra

All sons and daughters/LRs of Late Sh. Bindra Bhrany, r/o 58, Majithia Road, Amritsar.
. . *Respondent.*

Proceedings under Section 118 of the H.P. Tenancy and Land Reforms Act, 1972 against the respondents.

Whereas, service of notice could not be effected upon above Respondents, in the ordinary manner, notice is hereby given to the said respondent to appear before the District Collector, Solan, either in person (through an authorized Director/Partner) or through pleader, on 27th December, 2025 at 2.30 P.M. in this Court at Solan in view of the order passed by the Ld. Divisional

Commissioner, Division Shimla, Shimla-2 with the direction to decide the matter as fresh after affording proper opportunity of being heard to the parties. If the said respondents fail to appear on the above date, the matter shall be decided *ex-parte* in accordance with law.

Issue under the hand and seal of the District Collector, Solan, on this 4th December, 2025.

Seal. Sd/-
District Collector,
Solan, District Solan (H.P.).

Office of the Sub-Divisional Magistrate, Arki, District Solan (H. P.)

Case No.	Date of Institution	Date of Decision
53/2025	15-12-2025	14-01-2026

Smt. Meena Devi w/o Sh. Khajana Ram, r/o Village & P.O. Materni, Tehsil Arki, District Solan, Himachal Pradesh . . *Applicant*.

Versus

General Public . . *Respondent.*

Regarding delayed registration of birth event under section 13(3) of the Birth and Death Registration Act, 1969.

Proclamation.

Smt. Meena Devi w/o Sh. Khajana Ram, r/o Village & P.O. Materni, Tehsil Arki, District Solan, Himachal Pradesh has filed a case under section 13(3) of the Birth & Death Registration Act, 1969 alongwith affidavits and other documents stating therein that she was born on 01-07-1975 at Village Materni, but her birth has not been entered in the records of Gram Panchayat Materni, Tehsil Arki, District Solan, H.P. as per the Non Availability Certificate No. 10 issued by the Registrar, Birth and Death Registration, GP Materni, Tehsil Arki.

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for registration of delayed birth in respect Smt. Meena Devi, may submit their objections in writing to this office on or before 14-01-2026 at 10.00 A.M. failing which no objection will be entertained afterwards.

Given under my hand and seal of this office on this 15th day of December, 2025.

Seal. Sd/-
Sub-Divisional Magistrate,
Arki, District Solan (H.P.).

CORRECTION OF NAME

I, Virender Kumar s/o Gurdev Singh, Village Gehra, P.O. Mandal, Tehsil Sadar, Mandal 202, Distt. Mandi (H.P.) declare that in my minor daughter's Aadhaar No. 3004 9601 2385 her name as Tegil is wrongly entered, correct name is Tejal.

VIRENDER KUMAR
s/o Gurdev Singh,
Village Gehra, P.O. Mandal,
Tehsil Sadar Mandal 202, Distt. Mandi (H.P.).

CHANGE OF NAME

I, Ramesh Chand s/o Dev Raj, r/o Vill. & Post Office Rajpur, Tehsil Palampur, District Kangra (H.P.) declare that my son's correct name is SHASHWAT. However, in some records his name has been wrongly mentioned as SHAWAT. Both sets of particulars relate to one and the same child. Henceforth, my son shall be known by the name SHASHWAT for all legal and official purposes.

RAMESH CHAND
s/o Dev Raj,
r/o Vill. & Post Office Rajpur,
Tehsil Palampur, District Kangra (H.P.).

CHANGE OF NAME

I, Ruby Thakur w/o Anil Kumar, r/o H. No. 100/2, Block No. 122, Barotiwala, Tehsil Baddi, Distt. Solan (H.P.) have changed my name from Rupinder Kaur to Ruby Thakur.

RUBY THAKUR
w/o Anil Kumar,
r/o H. No. 100/2, Block No. 122, Barotiwala,
Tehsil Baddi, Distt. Solan (H.P.).

CORRECTION OF NAME

I, Pramod Kumar s/o Sh. Vinod Kumar, r/o House No. 5-A, Sector No. 6, Lower Main Market Bilaspur, Distt. Bilaspur (H.P.) declare that my name is Pramod Kumar and my wife's name is Smt. Shilpa Devi but in the educational certificate of my son Shaurya Soni my name has been wrongly recorded as Parmod Kumar whereas my wife's name has been wrongly recorded as Shilpa. The correct spelling of my name is Pramod Kumar and my wife's name is Shilpa Devi. All concerned may please note.

PRAMOD KUMAR
s/o Sh. Vinod Kumar,
r/o House No. 5-A, Sector No. 6, Lower Main Market Bilaspur,
Distt. Bilaspur (H.P.).

CORRECTION OF NAME

I, JC 580377X Sub. Lachhman Dass s/o Late Rangila Ram, r/o Vill. Kachhali, P.O. & Teh. Sandhole, Distt. Mandi (H.P.) declare that in my Army record and his Aadhaar Card my son's name wrongly entered as Giyanendra Kumar. Whereas his correct name is Gyaninder Kumar. Please note.

SUB. LACHHMAN DASS
s/o Late Rangila Ram,
r/o Vill. Kachhali, P.O. & Teh. Sandhole,
Distt. Mandi (H.P.).

CHANGE OF NAME

I, Divdi Devi w/o Late Sahi Ram, r/o Vill. Kaflah, P.O. Kulag, Tehsil Kupvi, Distt. Shimla (H.P.) declare that I have changed my name from Divdi Devi to Deuri Devi due to variation of my name in my all documents. All concerned please may note.

DIVDI DEVI
w/o Late Sahi Ram,
r/o Vill. Kaflah, P.O. Kulag, Tehsil Kupvi,
Distt. Shimla (H.P.).

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट http://rajpatrahimachal.nic.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है।